

Washington, Friday, September 25, 1942

Regulations

TITLE 7—AGRICULTURE

Chapter IX—Agricultural Marketing
Administration

PART 961—MILK IN THE PHILADELPHIA, PENNSYLVANIA, MARKETING AREA

SUSPENSION OF TIME LIMITATION

Order suspending provision of § 961.1 (a) (5) of the order regulating the handling of milk in the Philadelphia, Pennsylvania, marketing area.

Pursuant to the provisions of Public Act No. 10, 73d Congress, as amended and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937, (7 U.S.C. 1940 ed. 601 et seq.), hereinafter referred to as the "act", and the provisions of the order regulating the handling of milk in the Philadelphia, Pennsylvania, marketing area, effective April 1, 1942 (7 F.R. 2377), it is hereby determined that the time limitation with respect to the inclusion of certain farmers (who do not regularly deliver milk for use in the Philadelphia, Pennsylvania, marketing area) as producers, during September 1942, obstructs, and during such period does not tend to effectuate the declared policy of the act.

It is, therefore, ordered, That the words "of October, November, December, and January", which appear in § 961.1 (a) (5) of the said order, shall be, and hereby are, suspended for the period September 1942.

Done at Washington, D. C., this 23d day of September 1942. Witness my hand and the seal of the Department of Agriculture.

[SEAL] THOMAS J. FLAVIN,

Assistant to the
Secretary of Agriculture.

[F. R. Doc. 42-9466; Filed, September 23, 1942; 4:10 p. m.]

¹Acting pursuant to authority delegated by the Secretary of Agriculture under the Act of April 4, 1940 (54 Stat. 81; 7 F.R. 2656).

TITLE 16-COMMERCIAL PRACTICES

Chapter I-Federal Trade Commission

[Decket No. 4023]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

NATIONAL LACQUER MANUFACTURING CO., ETC.

§ 3.6 (r) Advertising falsely or misleadingly—Prices—Exaggerated as regular and customary: § 3.6 (r) Advertising falsely or misleadingly-Prices-Usual as reduced, special, etc. In connection with offer, etc., in commerce, of respondent's paint, and among other things, as in order set forth, (1) representing as the customary or regular price of respondent's paint any price which is in excess of the price at which such paint is regularly and customarily sold by respondent in the normal and usual course of business; and (2) representing, directly or by implication, that the price at which respondent offers his paint for sale constitutes a special, reduced, or sacrifice price, when in fact such price is the usual and customary price at which respondent sells his paint in the normal and usual course of business; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Modified cease and desict order, National Lacquer Manufacturing Co., etc., Docket 4088, September 16, 1942]

§ 3.6 (a) Advertising falsely or misleadingly—Business status, advantages or connections of advertiser-Plant and equipment: § 3.6 (a) Advertising falsely or misleadingly—Business status, advan-tages or connections of advertiser— Stock: § 3.6 (dd) Advertising falsely or misleadingly-Special offers: § 3.72 (n) Offering deceptive inducements to purchase-Special offers, savings and discounts. In connection with offer, etc., in commerce, of respondent's paint, and among other things, as in order set forth, (1) representing, directly or by implication, that respondent maintains any warehouse other than that maintained at his manufacturing plant in Vernon, California; (2) representing, directly or by implication, that respondent has any

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specified quantity of paint warehoused or on hand in the vicinity of prospective purchasers, when respondent does not in fact have such quantity warehoused or on hand in the designated locality; and (3) representing, directly or by implication, that the quantity of respondent's paint available to prospective purchasers is limited, when respondent is in fact prepared to fill all orders received; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Modified cease and desist order, National Lacquer Manufacturing Co., etc., Docket 4088, September 18,

Advertising falsely or mis-§ 3.6 (o) leadingly-Old as new: § 3.6 (cc) Advertising falsely or misleadingly-Source or origin-History. In connection with offer, etc., in commerce, of respondent's paint, and among other things, as in order set forth, (1) using the words "fresh stock" to designate or describe any reclaimed or reconditioned paint, or otherwise representing, directly or by implication, that such paint is new paint or is made from new and unused materials; and (2) representing, directly or by implication, that respondent's paint is obtained by him direct from paint manufacturers, when such is not the fact; pro-hibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Modified cease and desist order, National Lacquer Manufacturing Co., etc., Docket 4088, September 18, 1942]

§ 3.71 (a) Neglecting, unfairly or deceptively, to make material disclosure-Composition: § 3.71 (c) Neglecting, unfairly or deceptively, to make material disclosure—Old, used or reclaimed as unused or new. In connection with offer. etc., in commerce, of respondent's paint, and among other things, as in order set forth, advertising, offering for sale, or selling reclaimed or reconditioned paint without clearly disclosing in all sales letters and other advertising media, and on labels affixed to the containers in which such paint is sold, that such paint is a reclaimed or reconditioned product made principally from salvage material; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Modified cease and desist order, National Lacquer Manufacturing Co., etc., Docket 4088, September 18, 1942]

In the Matter of Jacob Swimmer, an Individual, Trading as National Lacquer Manufacturing Co. and as National Titanium Co.

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 18th day of September, A. D. 1942.

The Federal Trade Commission having on July 20, 1942, made its findings as to the facts and issued its order to cease and desist in this proceeding (copies of such findings and order being served on the respondent on July 24, 1942), and the Commission now being of the opinion that said order to cease and desist should be modified as hereinafter set forth:

It is ordered, That said order to cease and desist be, and it hereby is, modified to read as follows:

This proceeding having been heard by the Federal Trade Commission upon the amended complaint of the Commission. the answer of the respondent, testimony and other evidence in support of the allegations of the complaint and in opposition thereto, taken before trial examiners of the Commission theretofore duly designated by it, report of the trial examiners upon the evidence, and brief in support of the complaint (no brief having been filed by respondent and oral argument not having been requested), and the Commission having made its findings as to the facts and its conclusion that the respondent has violated the provisions of the Federal Trade Commission

It is ordered, That the respondent, Jacob Swimmer, individually and trading as National Lacquer Manufacturing Co., and as National Titanium Co., or trading under any other name, and his representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of respondent's paint in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Representing as the customary or regular price of respondent's paint any price which is in excess of the price at which such paint is regularly and customarily sold by respondent in the nor-

mal and usual course of business.

2. Representing, directly or by implication, that the price at which respondent offers his paint for sale constitutes a special, reduced, or sacrifice price, when in fact such price is the usual and customary price at which respondent sells his paint in the normal and usual course of business.

- 3. Representing, directly or by implication, that respondent maintains any warehouse other than that maintained at his manufacturing plant in Vernon, California.
- 4. Representing, directly or by implication, that respondent has any specified quantity of paint warehoused or on hand in the vicinity of prospective purchasers, when respondent does not in fact have such quantity warehoused or on hand in the designated locality.
- 5. Representing, directly or by implication, that the quantity of respondent's paint available to prospective purchasers is limited, when respondent is in fact prepared to fill all orders received.
- 6. Using the words "fresh stock" to designate or describe any reclaimed or reconditioned paint, or otherwise representing, directly or by implication, that such paint is new paint or is made from new and unused materials.
- 7. Representing, directly, or by implication, that respondent's paint is obtained by him direct from paint manufacturers, when such is not the fact.
- 8. Advertising, offering for sale, or selling reclaimed or reconditioned paint

without clearly disclosing in all sales letters and other advertising media, and on labels affixed to the containers in which such paint is sold, that such paint is a reclaimed or reconditioned product made principally from salvage material.

It is further ordered, That the respondent shall, within sixty (60) days after service upon him of this order, file with the Commission a report in writing setting forth in detail the manner and form in which he has complied with this order.

By the Commission.

[SEAL]

OTIS B. JOHNSON, Secretary.

[F. R. Doc. 42-9487; Filed, September 24, 1942; 11:37 a. m.]

[Docket No. 4490]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

MAURICE J. ENGEL

Advertising falsely or mis-§ 3.6 (c) leadingly—Composition of goods: § 3.6 (m 10) Advertising falsely or misleadingly-Manufacture or preparation. In connection with offer, etc., in commerce, of knives or knife blades for use by the fur industry, or other similar products, representing, directly or by implication, that respondent's knife blades made from rolled carbon steel are composed of tungsten surgical steel, or that said knife blades have been tri-forged; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3,52 Stat. 112; 15 U.S.C., sec. 45b) [Cease and desist order, Maurice J. Engel, Docket 4490, September 21, 1942]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 21st day of September, A. D. 1942.

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission, testimony and other evidence taken before Miles J. Furnas, a trial examiner of the Commission theretofore duly designated by it. which testimony consisted of a stipulation as to the facts entered into by and between counsel for the Commission and counsel for the respondent upon the record in lieu of testimony in support of the complaint and in opposition thereto, report of the trial examiner upon the evidence, and brief in support of the complaint; and the Commission having made its findings as to the facts and its conclusion that said respondent has violated the provisions of the Federal Trade Commission Act:

It is ordered, That the respondent, Maurice J. Engel, his representatives, agents, and employees, directly or through any corporate or other device in connection with the offering for sale, sale, and distribution of knives or knife blades for use by the fur industry, or other similar products, in commerce as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

(1) Representing, directly or by implication, that respondent's knife blades made from rolled carbon steel are com-

posed of tungsten surgical steel, or that said knife blades have been tri-forged.

It is further ordered, That the respondent shall, within sixty (60) days after service upon him of this order, file with the Commission a report in writing, setting forth in detail the manner and form in which he has complied with this order.

By the Commission.

[SEAL]

Otis B. Johnson, Secretary.

[F. R. Doc. 42-9485; Filed, September 24, 1942; 11:37 a. m.]

[Docket No. 4739]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

DEWLEY MILLS

§ 3.6 (a.10) Advertising falsely or misleadingly-Comparative data or merits: § 3.6 (c) Advertising falsely or misleadingly—Composition of goods: § 3.6 (t) Advertising falsely or mislcadingly—Qualities or properties of products: § 3.6 Advertising falsely or micleadingly-Results. In connection with offer, etc., in commerce, of respondent's "Red Anchor" poultry and stock feeds, and among other things, as in order set forth, disseminating, etc., any advertisements by means of the United States mails, or in commerce, or by any means, to induce, etc., directly or indirectly, purchase in commerce, etc., of respondent's said poultry and stock feeds, which advertise-ments represent, directly or through inference, (1) that respondent's products designated Red Anchor Broiler Starter and Broiler Finisher as feed for chicks raised for broilers give better and more economical results than can be obtained from the use of other feeds; that its said product Red Anchor Broiler Finisher as a feed for chicks six to seven weeks old, theretofore fed its product Red Anchor Broiler Starter, will cause total feed cost to be lower and produce better broilers than will other feeds; that its product Red Anchor Starter Feed is perfectly balanced and contains every food element essential to insure a healthy start in life for baby chicks; and (2) that the use of its products designated Red Anchor Feeds will result in the highest production at the lowest cost for poultry; that said feeds are perfectly balanced, thoroughly tested under actual feeding conditions so as to insure better and more economical results regardless of feeding conditions; and that they will give maximum production for the least cost over a long period of time; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Cease and desist order, Bewley Mills, Docket 4739, September 21, 1942]

§ 3.6 (a 10) Advertising falsely or misleadingly—Comparative data or merits: § 3.6 (c) Advertising falsely or misleadingly—Composition of goods: § 3.6 (t) Advertising falsely or misleadingly— Qualities or properties of product: § 3.6 (x) Advertising falsely or misleadingly—Results. In connection with offer,

etc., in commerce, of respondent's "Red Anchor" poultry and stock feeds, and among other things, as in order set forth disseminating, etc., any advertisements by means of the United States mails, or in commerce, or by any means, to induce, etc., directly or indirectly, purchase in commerce, etc., of respondent's said poultry and stock feeds, which adver-tisements represent, directly or through inference, (1) that respondent's product Red Anchor Chick Starter, containing Vitamin D elements, insures lower mortality, more rapid growth, sturdier and stronger chicks than are obtained through the use of other starter feeds; and (2) that its product Red Anchor Egg Mash feed, in combination with its product Red Anchor Hen Scratch, contains every essential food element, gives the highest feeding results, and produces eggs of the highest quality; that it contains a greater proportion of certain essential feed ingredients than do other commercial feeds sold for egg production; that it increases hatchability of eggs, the vigor and vitality of laying hens, and insures stronger chicks; that it contains all the essential food elements for greater production and is higher in Vitamin G content than are competitive products; that numerous tests disclose that it takes less of said product to produce a given number of eggs than it takes of other feeds; and that the amount of such product used may be reduced and still produce more eggs than would be produced by other egg mash feeds; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Cease and desist order, Bewley Mills. Docket 4739, September 21, 1942]

§ 3.6 (a 10) Advertising falsely or misleadingly—Comparative data or mer-its: § 3.6 (c) Advertising falsely or misleadingly - Composition of goods: § 3.6 (t) Advertising falsely or misleadingly-Qualities or properties of product: § 3.6 (x) Advertising falsely or misleadingly-Results. In connection with offer, etc., in commerce, of respondent's "Red Anchor" poultry and stock feeds, and among other things, as in order set forth, disseminating, etc., any advertise-ments by means of the United States mails, or in commerce, or by any means, to induce, etc., directly or indirectly, purchase in commerce, etc., of respondent's said poultry and stock feeds, which advertisements represent, directly or through inference, (1) that better cattle and sheep are produced by feeding respondent's product Red Anchor Cattle and Sheep Chunkets than are produced by feeding other products; and (2) that its product All Mash Turkey Starter contains a special mineral balance and a greater quantity of Vitamins A and D than do other mashes, and that it will produce more No. 1 turkeys than will be produced through the use of other turkey mashes; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Cease and desist order, Bewley Mills, Docket 4739, September 21, 1942]

At a regular session of the Federal Trade Commission held at its office in

the City of Washington, D. C., on the 21st day of September, A. D. 1942.

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission, the answer of the respondent and a stipulation as to the facts entered into by counsel for respondent herein and counsel for the Commission, which provides, among other things, that without further evidence or other intervening procedure the Commission may issue and serve upon the respondent herein findings as to the facts and its conclusion based thereon and an order disposing of the proceeding, and the Commission having made its findings as to the facts and its conclusion that said respondent has violated the provisions of the Federal Trade Com-

mission Act;
It is ordered, That the respondent, Bewley Mills, a corporation, its officers, representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale or distribution of its poultry and stock feeds designated Red Anchor Feeds, whether sold under the same name or any other name, do forthwith cease and desist from:

1. Disseminating or causing to be disseminated any advertisement by means of the United States mails, or by any means in commerce, as "commerce" is defined in the Federal Trade Commission Act, which advertisement represents directly or through inference:

(a) That its products designated Red Anchor Broiler Starter and Broiler Finisher as feed for chicks raised for broilers give better and more economical results than can be obtained from the use of other feeds; that its said product Red Anchor Broiler Finisher as a feed for chicks six to seven weeks old, theretofore fed its product Red Anchor Broiler Starter, will cause total feed cost to be lower and produce better broilers than will other feeds; that its product Red Anchor Starter Feed is perfectly balanced and contains every food element essential to insure a healthy start in life for baby chicks.

(b) That the use of its products designated Red Anchor Feeds will result in the highest production at the lowest cost for poultry; that said feeds are perfectly balanced, thoroughly tested under actual feeding conditions so as to insure better and more economical results regardless of feeding conditions; and that they will give maximum production for the least cost over a long period of time.

(c) That its product Red Anchor Chick Starter, containing Vitamin D elements, insures lower mortality, more rapid growth, sturdier and stronger chicks than are obtained through the use of

other starter feeds.

(d) That its product Red Anchor Egg Mash feed, in combination with its product Red Anchor Hen Scratch, contains every essential food element, gives the highest feeding results, and produces eggs of the highest quality; that it contains a greater proportion of certain essential feed ingredients than do other

commercial feeds sold for egg production; that it increases hatchability of eggs, the vigor and vitality of laying hens, and insures stronger chicks; that it contains all the essential food elements for greater production and is higher in Vitamin G content than are competitive products; that numerous tests disclose that it takes less of said product to produce a given number of eggs than it takes of other feeds; and that the amount of such product used may be reduced and still produce more eggs than would be produced by other egg mash feeds.

(e) That better cattle and sheep are produced by feeding its product Red Anchor Cattle and Sheep Chunkets than are produced by feeding other products.

(f) That its product All Mash Turkey Starter contains a special mineral balance and a greater quantity of Vitamins A and D than do other mashes, and that it will produce more No. 1 turkeys than will be produced through the use of other turkey mashes.

2. Disseminating or causing to be disseminated any advertisement by any means for the purpose of inducing or which is likely to induce, directly or indirectly, the purchase in commerce, as "commerce" is defined in the Federal Trade Commission Act, of its said poultry and stock feeds designated Bewley's Red Anchor Feeds, which advertisement contains any of the representations prohibited in paragraph 1.

It is further ordered, That respondent shall, within sixty (60) days after service upon it of this order, file with the Commission a report in writing setting forth in detail the manner and form in which it has complied with this order.

By the Commission.

[SEAL]

OTIS B. JOHNSON, Secretary.

[F. R. Doc. 42-9486; Filed September 24, 1942; 11:37 a. m.]

TITLE 30-MINERAL RESOURCES

Chapter III-Bituminous Coal Division

[Docket No. A-1516]

PART 323-MINIMUM PRICE SCHEDULE. DISTRICT No. 3

DISTRICT NO. 3-CORNELL COKE CO.

Findings of fact, conclusions of law, memorandum opinion, and order of the Acting Director in the matter of Bituminous Coal Producers Board for District 3, for preliminary and permanent relief regarding the establishment of additional price classifications and minimum prices for the Yale Mine, Mine Index No. 584, of Cornell Coke Company.

This proceeding was instituted upon a petition duly filed with the Bituminous Coal Division (the "Division"), on June 23, 1942, by the Bituminous Coal Producers Board for District No. 3 ("District Board 3"), pursuant to section 4 II (d) of the Bituminous Coal Act of 1937 (the "Act"). The petitioner requested a change in the classification of the coals

produced by the Yale Mine, Mine Index No. 584, operated by the Cornell Coke Company, in Monongalia County, West Virginia, in District 3 from the classifi-cation "J" to a dual classification of "DJ" in Size Groups Nos. 1 to 10, inclusive, for rail shipment; "D" classification, to apply to coal of any size group produced in this mine having a sulphur content of 1.35 percent or under, irrespective of the use for which it is sold, and "J" classification to apply to the coal of any size group if the sulphur content is in excess of 1.35 percent. Petitioner also requested the establishment of a "B" classification for the coals of this mine in Size Groups Nos. 11 to 16, inclusive.

Pursuant to appropriate orders and after due notice to interested persons, a hearing in this matter was held on August 20, 1942, before W. A. Cuff,2 a duly designated Examiner of the Division, at a hearing room thereof, in Washington, D. C. Interested persons were afforded an opportunity to be present, adduce evidence, cross-examine witnesses, and otherwise be heard. The petitioner and the Bituminous Coal Consumers' Counsel appeared at the hearing. The preparation and filing of a report by the Examiner was waived by the parties, and the record was thereupon submitted to the undersigned.

The Cornell Coke Company, which operates the Yale Mine. Mine Index No. 584 in District 3, is engaged in the production of coke. The beehive coke ovens from which the coke is produced are adjacent to this mine. The coke is shipped to the Bethlehem Steel Company and the Jones and Laughlin Steel Company. The coal production of this mine within the last few months has steadily increased so that at the present time it is producing approximately 200 tons a day. The record shows that the coal produced from this mine is suitable for coke and other by-products. But while under the "J" classification this producer can make coke for others, it cannot successfully sell its coal for by-product use to others and thus has no incentive to increase its production of coal over what it can use for its own beehive coke ovens.

Daniel T. Buckley, Chairman of District Board 3, testified in support of the request for the establishment of a dual "DJ" classification as well as a "B" classification for this mine. Upon cross-examination, however, he admitted that the establishment of a "DJ" classification would be granting this code member an advantage over other producers in District 3 operating mines in the Freeport Seam. He admitted that in District 3

¹This mine was formerly known as the "Reedrun Mine" and was first operated by the E-Z Fuel Company (C. F. Edwards), and later by the Rock Forge Coke Company, for the coals of which mine, in an order dated

August 20, 1941, in Docket No. A-981, 6 F. R. 4607, "J" classification was established.

² Charles S. Mitchell was first designted as the examiner for this matter. In an order issued by the Acting Director on August 19, 1942, Examiner Cuff designated vice Mitchell.

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further that the granting of a "B" classistated fication for the Yale Mine would enable in the Pittsburgh classifications.³ He only

The Examiners in their Report in General Docket No. 15 pointed out that the Bituminous Coal Code, under the National Industrial Recevery Act accorded the Pittsburgh Seam coals of District 3, when marketed for commorcial purposes, a dual classification. (Examiners' Report in General Docket No. 15, pp. 269–271.) They recommended that a line

this producer to sell his coal on the by-product market and thus solve the code member's immediate problem,

of demarcation for the purposes of this classification be drawn as to the sulphur contont.
Coals of "DE" or "DF" mines with a sulphur content of 1.35 per cent, irrespective of the use for which they are sold, were recommended to be classified as "D". The Director in his findings in General Docket No. 15 approved and adopted this recommendation of the Examiners. (Director's Findings, General Docket No. 15, pp. A73-A74)

and will effectuate the purposes of sections 4 II (a) and 4 II (b) of the Act and comply with the standards thereof.

Now, therefore, it is ordered, That § 323.6 (Alphabetical list of code members) is amended by adding thereto Supplement R. which supplement is hereinafter set forth and hereby made a part hereof. fleation would not in any way disturb nity to sell his coal in the by-product classification for the Yale Mine, Mine present price coordination and existing market for which it is suitable, I find and Since the establishment of a "B" classifair competitive opportunities, but will afford this code member a fair opportuconclude that the establishment of "B"

Acting Director.

DAN H. WHEELER Dated: September 16, 1942. [SEAL]

Temporary and Conditionally Final Effective Minimum Prices for District No. 3 Index No. 584, in District 3, operated by the Cornell Coke Company, is necessary

Norn: The material contained in this supplement is to be read in the light of the classifications, prices, instructions, exceptions, and other provisions contained in Part 323, Minimum Price Schedule for District No. 3 and supplements thereto. ALL SHIPMENTS EXCEPT TRUCK FOH

Alphabetical list of code members-Supplement R \$ 323.6

[Ahhadetteal listing of code members having raliway loading facilities, showing prico cincelification by size group numbors]

Mindox	Codo member	Mine name	Scam	Shipping point	Rollroad	Freight origin						Siz	o grau	Size group Nos.			
No.						rroup No.	-	8	*	13	9	4	8	0	92	21 11 01	- -
83	Comell Coke Company The (Icaphi Yale	Yala	M. V. Freeport	Rock Force, W. Va	B40.	20	ε	6	8 (9 (9 (9 (9 (9 (9 (9 (9 (9 (9 (9 (9 (9	ε	ε	ε	ε	٤	ε	 	<u>; </u>

Indicates coal in this clas group proviously elacified.

coals of certain mines in District No. 16;

[F. R. Doc. 42-9452; Filed, Soptember 23, 1942; 12:08 p. m.]

It appearing that a reasonable showing of necessity has been made for the
granting of temporary relief in the manner hereinafter set forth; and
No petitions of intervention having
been filed with the Division in the aboveentitled matter; and
The following action being deemed
necessary in order to effectuate the purposes of the Act;

Commending forthwith, 8 335.5 (Alpha-betical list of code members) is amended It is ordered, That, pending that disposition of the above-entitled matter, temporary relief is granted as follows: Oklahoma R-I and adding thereto Supplement § 335,8 (Special "smithing coal"

from production group

No. 12) is amended by adding thereto Supplement R-II, and § 335.24 (General prices in cents per net ton for slipment tinto all market areas) is amended by adding thereto Supplement T, which and hereby made a part hercof.

It is further ordered, That pleadings in opposition to the original petition in the above-entitled matter and applientions to seasy, terminate or modify the temporary relief herein granted may be filed with the Division within forty-five (45) days from the date of this Order, pursuant to the Rules and Regulations Governing Practice and Procedure before the Biluminous Coal Division in Proceedings Instituted Pursuant to section 4 II (4) of the Biluminous Coal Act

It is further ordered, That the relief sherein granted shall become final sixty (60) days from the date of this Order, unless it shall otherwise be ordered.

No relief is granted herein for the coals of the Moss & Hill #2 Mine (Mine Index No. 1627) of code member Moss & Hill (E. M. Moss) or for the coals of the Floyd Mine (Mine Index No. 1623) of code member Floyd Rouse for the reason. tion of Docket No. A-1559 relating to such coals from the remainder of the aocket, designating such portion as Docket No. A–1669, Part II and granting set forth in the order severing that pordesignating such portion temporary relief therein. docket,

Dated: September 16, 1942.

DAN H. WHEELER

Part 335—Meneror Price Schedule, Decket No. A-1599] DISTRICT NO. 15

Order granting temporary relief and conditionally providing for final relief in the matter of the petition of District ETO. ORDER GRANTING RELIEF,

Board No. 15 for the establishment of price classifications and minimum prices for the coals of certain mines in District No. 15.

An original petition, pursuant to Section 4 II (d) of the Bituminous Coal Act of 1937, having been duly illed with this Division by the above-named party, requesting the establishment, both temporary and permanent, of price classifications and minimum prices for the

TEMPORARY AND CONDITIONALLY FINAL EFFECTIVE MINIMIUM PRICES FOR DISTRICT NO. 15

Nore: The material contained in these supplements is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 335, Minimum Price Schedule for District No. 15 and supplements thereto.

FOR ALL SHIPMENTS EXCEPT TRUCK

§ 335.5 Alphabetical list of code members-Supplement R-I

(Alphabotical list of code members showing price classification by size group for domestic, commercial and industrial use)

§ 335.8 Special prices—(a) Oklahoma "smithing coal" from Production Group No. 12—Supplement R-H. Special purpose coal schedule—Part 2 (§ 335.8 (a) of Minimum Price Schedule) Oklahoma "smithing coal" from Production Group No. 12.

130 cents per ton may be deducted when buyer furnishes sacks.

FOR TRUCK SHIPMENTS

§ 335.24 General prices in cents per net ton for shipment into all market areas—Supplement T

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71	110 110 110 110
13	170 165 170 170
12	335 170 155 170 170
11	335 170 185 185
10	335 185 195 180 180
. 6	220 220 210 210 210
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	Contral #2 Ruddell Pit #2 J & P Schneider Wastell
	1628 1396 1620 1619 1618
,	Contral Coal Company, The
	3 4 6 7 8 9 10 11 12 13

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[F. R. Doc. 42-9453; Filed, September 23, 1942; 12:07 p. m.]

TITLE 32—NATIONAL DEFENSE Chapter VIII—Board of Economic Warfare

Subchapter A—General
[Order 4]

Part 800—Orders and Delegations of Authority

DELEGATION OF AUTHORITY REGARDING CON-TRACT MATTERS

To the Executive Director, Administrative Officer, and Chiefs of the Fiscal and Service Divisions, Regarding Contract Matters.

§ 800.4 Order No. 4. Pursuant to the authority vested in me, as Chairman of the Board of Economic Warfare, by Executive Order 9233, dated August 22, 1942, 7 F.R. 6703, I hereby designate and authorize the Executive Director of the Board, the Administrative Officer, and, when specifically authorized by said Administrative Officer, the Chiefs, respectively, of the Fiscal and Services Divisions (and, in their absence, the persons designated by any of such officers to act for them), to perform and exercise all of the powers and functions vested in me by the aforesaid Executive Order.

H. A. WALLACE, Chairman.

SEPTEMBER 22, 1942.

[F. R. Doc. 42-9494; Filed, September 24, 1942; 12:01 p. m.]

Chapter IX—War Production Board

Subchapter B—Director General for Operations
PART 1076—PLUMBING AND HEATING

SIMPLIFICATION

[Amendment 1 to Schedule IV to Limitation
Order L-42]

Paragraph (b) of § 1076.5 Schedule IV to Limitation Order L-42 as amended, effective June 1, 1942 is amended by adding at the end thereof the following new subparagraph (3):

(3) Cast iron soil pipe and fittings shall be uncoated.

(P.D. Reg. 1, as amended, 6 FR. 6680; W.P.B. Reg. 1, 7 FR. 561; E.O. 9024, 7 FR. 329; E.O. 9040, 7 FR. 527; E.O. 9125, 7 FR. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 24th day of September 1942. ERNEST KANZLER,

Director General for Operations.

[F.R. Dcc. 42-9481; Filed, September 24, 1942; 11:17 a. m.]

PART 1125—CASKETS, SHIPPING CASES AND BURIAL VAULTS

[General Limitation Order L-64, as Amended September 24, 1942]

Section 1125.1 General Limitation Order L-64 is hereby amended to read as follows:

§ 1125.1 General Limitation Order L-64—(a) Definitions. For the purposes of this order:

(1) "Casket" means a container in which it is intended to place a human corpse for interment.

(2) "Shipping case" means a container, in which it is intended to place a casket, containing a human corpse for transportation.

(3) "Burial vault" means a container in which it is intended to place a casket containing a human corpse for interment, and shall include "burial boxes."

(4) "Manufacturer" means any individual, partnership, association, business trust, corporation, governmental corporation or agency, or any organized group of persons whether incorporated or not, shipping cases, or burial vaults, or parts made specifically for incorporation into caskets, shipping cases, or burial vaults.

(5) "Production" means the fabrication or processing of raw material or of semi-fabricated material into caskets, shipping cases, or burial vaults, or parts made specifically for incorporation into caskets, shipping cases, or burial vaults or the assembly of finished parts into caskets, shipping cases or burial vaults.

(6) "Iron and steel used" means the weight of iron and steel in the aggregate contained in finished caskets, shipping cases or burial vaults, or in parts made specifically for incorporation into caskets, shipping cases or burial vaults.

(7) "Metal liner" means a metal container which is inserted into a wooden casket in order to provide hermetical sealing.

(8) "Metal" means metal or metallic substances in any form and shall include metal or metallic substances contained in powders, sprays, paints, pastes, platings and finishes.

(9) "Joining hardware" means screws, nails, rivets, hinges, panel braces, top supports, fasteners, catches, escutcheons, bolts, arms, and attaching plates for handles, devices for removable handles and other small hardware for joining and similar essential purposes.

(10) "Handle hardware" means hardware attached to the outside of a casket or shipping case for carrying purposes, but does not include arms and attaching plates for handles, and devices for removable handles.

(b) Restrictions on production of caskets. (1) On and after September 24, 1942, no manufacturer shall use any metal, other than iron and steel, in the production of caskets, except:

(i) Metallic finishing materials contained in his inventory prior to March 28, 1942;

(ii) Handle hardware for caskets consisting of assemblies of bars, ears, arms, and tips containing antimony, lead, aluminum, or zinc which were completely fabricated prior to March 28, 1942.

(2) No manufacturer shall, after September 24, 1942, process, fabricate, work on, or assemble any iron or steel for use in the production of caskets, except:

(i) Any iron or steel, the manufacture or assembly of which was specifically authorized by the granting of an appeal by the Director of Industry Operations or by the Director General for Operations prior to September 24, 1942; (ii) Handle hardware for caskets consisting of assemblies of bars, ears, arms and tips which were completely fabricated prior to September 24, 1942;

(iii) During the period from September 24, 1942 to December 23, 1942 inclusive, joining hardware not exceeding 6 pounds per casket may be used, provided that if the casket contains handle hardware assemblies of the types specified in paragraphs (b) (1) (ii) and (b) (2) (ii) of this order not more than 4 pounds per casket of joining hardware shall be used. Or

(iv) After December 23, 1942, joining hardware not exceeding 4 pounds per casket may be used whether or not the casket contains handle hardware assemblles of the types specified in paragraphs (b) (1) (ii) and (b) (2) (ii), provided that no more than 12 ounces of such 4 pounds shall be used for devices for removable handles.

(3) On and after September 24, 1942, no manufacturer shall use more than one coat of nitrocellulose lacquer, either spray or brush, on joining hardware.

(c) Restrictions on production of metal liners. (1) On and after September 24, 1942, no manufacturer shall use any metal other than iron and steel in the production of metal liners, except:

.(i) Lead to be used for gaskets;

(ii) Lead to be used for soldering purposes, provided that such lead shall not contain more than 16% of tin by weight;

(iii) Galvanized steel, terne sheet, or copper bearing steel.

(2) No manufacturer shall, after September 24, 1942, process, fabricate, work on, or assemble any iron or steel for use in the production of metal liners, except

(i) Any iron or steel, the manufacture or assembly of which was specifically authorized by the granting of an appeal by the Director of Industry Operations or by the Director General for Operations prior to September 24, 1942.

(ii) No more than 50 pounds par metal liner of iron and steel or galvanized steel not exceeding 26 standard gauge in thickness, provided that any manufacturer who possessed in his inventory prior to March 28, 1942, iron and steel, galvanized steel, terne sheet or copper hearing steel exceeding 26 standard gauge in thickness may use more than 50 pounds of such steel per metal liner.

(3) On and after September 24, 1942, no metal liner shall be used except when hermetic sealing is required.

(i) To comply with a specific state law for the transportation or interment of a human corpse;

(ii) By the Army or Navy of the United States.

(d) Restrictions on production of shipping cases. (1) On and after September 24, 1942, no manufacturer shall use any metal, other than iron or steel, in the production of shipping cases except metallic finishing materials contained in his inventory prior to March 23, 1942.

(2) No manufacturer shall, after September 24, 1942, process, fabricate, work on or assemble any iron or steel for use in the production of shipping cases, except.

(i) Any iron or steel, the manufacture or assembly of which was specifically au-

¹7 F.R. 2787.

thorized by the granting of an appeal by the Director of Industry Operations or by the Director General for Operations prior to September 24, 1942:

tions prior to September 24, 1942;
(ii) Joining hardware, provided that the total amount of iron and steel so used does not exceed two pounds per shipping case;

(iii) Handle hardware for shipping cases, provided that the total amount of iron and steel so used shall not exceed 3½ pounds per shipping case.

(3) On and after September 24, 1942, no manufacturer shall use more than one coat of nitrocellulose lacquer, either spray or brush, on joining hardware or handle hardware for shipping cases.

(e) Restrictions on production of burial vaults. (1) On and after September 24, 1942, no manufacturer shall use any metal other than iron or steel, in the production of burial vaults, except metallic finishing materials contained in his inventory prior to March 25, 1942.

(2) No manufacturer shall, after September 24, 1942, process, fabricate, work on or assemble any iron or steel for use in the production of burial vaults,

except:

- (i) Any iron or steel, the manufacture or assembly of which was specifically authorized by the granting of an appeal by the Directo of Industry Operations or by the Director General for Operations prior to September 24, 1942.
- (ii) Joining hardware, provided that the total amount of iron and steel so used does not exceed two pounds per burial vault;
- (iii) Iron and steel not exceeding 15 pounds per concrete burial vault for reinforcing and fastening purposes, provided that no manufacturer shall process, fabricate, work on or assemble any concrete burial vault containing any iron or steel after December 31, 1942.
- (3) On and after September 24, 1942, no manufacturer shall use more than one coat of nitrocellulose lacquer, either spray or brush, on joining hardware for burial vaults.
- (4) On and after September 24, 1942, no manufacturer shall procure or acquire any iron and steel for use as reinforcing material in the production of concrete burial vaults except from other manufacturers of concrete burial vaults.
- (5) A manufacturer of concrete burial vaults may sell iron and steel for use as reinforcing material in the production of concrete burial vaults to other manufacturers of concrete burial vaults and any such sale shall be expressly permitted within the terms of paragraph (c) (2) (iii) of Priorities Regulation No. 13.
- (f) Avoidance of excessive inventories. No manufacturer of caskets, shipping cases and burial vaults shall accumulate for use in the manufacture of such caskets, shipping cases and burial vaults inventories of raw materials, semi-processed materials, or finished parts in quantities in excess of the minimum amount necessary to maintain production of caskets, shipping cases and burial vaults at the rates permitted by this order.
- (g) Records. All persons affected by this order shall keep and preserve, for

not less than two years, accurate and complete records concerning inventories, production and sales.

(h) Audit and Inspection. All records required to be kept by this order shall, upon request, be submitted to audit and inspection by duly authorized representatives of the War Production Board.

(i) Reports. All persons affected by this order shall execute and file with the War Production Board such reports and questionnaires as said Board shall from time to time request.

(j) Violations. Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of or from processing or using material under priority control and may be deprived of priorities assistance.

(k) Appeal. Any appeal from the provisions of this order must be made on Form PD-500 and must be filed with the field office of the War Production Board of the district in which is located the plant to which the appeal relates.

(1) Communications. All reports required to be filed hereunder and all communications concerning this order-shall, unless otherwise directed, be addressed to the War Production Board, Washington, D. C., Ref.: I-64.

(m) Applicability of priorities regulations. This order and all transactions affected thereby are subject to all applicable provisions of the Priorities Regulations of the War Production Board, as amended from time to time.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 24th day of September 1942.

ERNEST KANZLER,

Director General for Operations.

[F. R. Doc. 42–9479; Filed, September 24, 1942; 11:17 a. m.]

PART 3033—RORTLAND CEMENT
[Amendment 2 to General Limitation Order
L-1791

Section 3033.1 General Limitation Order L-179 as amended on August 24, 1942 is hereby further amended by striking out paragraph (a) (2) as amended and substituting therefor the following:

(2) Storage of cement by manufacturers. On and after September 24, 1942, no manufacturer of portland cement shall set aside, or continue to set aside, except during the testing period of such cement, any storage space for the storage of portland cement for the exclusive use of any one or more depart-

ments, agencies or governmental corporations of the United States or for the exclusive use of any one or more persons; but such manufacturer may set aside storage space for portland cement tested in accordance with the provisions of this order for the use in common by all departments, agencies and governmental corporations of the United States, or for the use in common of all other purchasers of such tested cement.

Paragraph (a) (3) is amended by striking out paragraph (a) (3) and substituting therefor the following:

(3) Requirements for testing. A purchaser of portland cement may require tests of such cement, but such tests may only be made in accordance with "Federal Specifications: Emergency Alternate Federal Specifications for Cement; Portland—Dated June 5, 1942, E-SS-C158a" or "American Society for Testing Materials Specifications C 77-40". Such tests shall be made only by a laboratory selected by the manufacturer of such cement, which laboratory, however, shall be either the National Bureau of Standards or a laboratory designated by the National Bureau of Standards.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024; 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 24th day of September 1942.

Ernest Kanzler,

Director General for Operations.

[F. R. Doc. 42-9478; Filed, September 24, 1942; 11:17 a. m.]

PART 3075-COPPER CHEMICALS

[Amendment 1 to General Preference Order M-227]

Section 3075.1 General Preference Order M-227¹ is hereby amended in the following respects:

- 1. By striking paragraph (b) (1) of said § 3075.1 and inserting in lieu thereof the following:
- (1) On and after October 1, 1942, subject to the exemptions provided for in paragraphs (c) and (d) hereof, no producer or distributor shall deliver, and no person shall accept delivery of, any copper chemical except as specifically authorized by the Director General for Operations upon application pursuant to paragraph (e) hereof.
- 2. By striking from paragraph (c) of said § 3075.1 "The specific authorization provided for in paragraph (b) (1) hereof, shall not be required with respect to the delivery by any producer or distributor to any one person in any one month," and inserting in lieu thereof the following: "The specific authorization provided for in paragraph (b) (1) hereof, shall not be required with respect to the delivery by any producer or distributor to any one person in any one month, or to the

¹⁷ F.R. 5986, 6680.

¹7 F.R. 7146.

acceptance of delivery by any one person in any one month,".

- 3. By striking from paragraph (c) (1) of said § 3075.1 the letter and figures "(d) (2) (ii)" and inserting in lieu thereof the letter and figures "(e) (2) (ii)".
- 4. By adding a new paragraph to said § 3075.1, designated paragraph (d) as follows:
- (d) Special exemptions. (1) The specific authorization provided for in paragraph (b) (1) hereof, shall not be required with respect to the delivery by any person other than a producer, of any copper chemical to any person for use, or for resale for use, for soil treatment or as an insecticide or fungicide, in connection with the cultivation of any agricultural crop, or to the acceptance by any person of any copper chemical delivered pursuant to this paragraph (d) (1)
- (2) Each person seeking delivery of any copper chemical pursuant to the provisions of paragraph (d) (1) hereof, shall, at the time of placing his order therefor, file with his supplier a certificate to the effect that the copper chemical covered by such order will be used, or sold for use, only for soil treatment or as an insecticide or fungicide, in connection with the cultivation of agricultural crops and no person shall make any delivery of any copper chemical pursuant to the provisions of said paragraph (d) (1) unless and until he shall have received such a certificate with respect to each such delivery.
- 5. By changing the designation of paragraphs (d), (e) and (f) of said § 3075.1 to "(e)", "(f)" and "(g)."
- 6. By adding to paragraph (d) (2) (ii) of said § 3075.1 (which paragraph becomes (e) (2) (ii) by virtue of this amendment) the following:

If a producer proposes to make deliveries pursuant to paragraph (d) (1) hereof, the producer shall insert the heading "Agricultural Deliveries" in column 1 after completing the list of all other customers and shall list alphabetically under such heading the name of each customer to whom such deliveries are proposed to be made and shall complete columns 2, 3, 4 and 5 with respect to each such customer.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 FR. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 24th day of September 1942. ERNEST KANZLER,

Director General of Operations.

[F. R. Doc. 42-9480; Filed, September 24, 1942; 11:17 a. m.]

PART 1243-OFFICERS' UNIFORMS [Preference Rating Order P-131, as Amended September 22, 1942]

Correction

Paragraph (g) (1) (i) of § 1243.1, appearing on page 7488 of the issue for No. 189-2

Wednesday, September 23, 1942, should read as follows:

"(i) Any person who prior to June 8. 1942 sold or delivered any officers uniform overcoat, short overcoat, raincoat, coat, blouse, trousers, slacks, or skirts, but such person may be sold or delivered only such items of officers uniforms: Provided, however, That such person may be sold or delivered ready-to-wear officers uniforms made from wool cloths described in paragraph (d) (2) and (3) only until December 31, 1942;".

Chapter XI-Office of Price Administration

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[Correction to Amendment 12 to Rationing Order 31

SUGAR RATIONING REGULATIONS

§ 1407.185 Products containing sugar manufactured for delivery to Army or Navy is renumbered § 1407.166 Products containing sugar manufactured for delivery to Army or Navy.

Effective Date

§ 1407.222 Effective dates of amendments. * *

(o) This correction to Amendment No. 12 (§ 1407.186) shall become effective September 23, 1942.

(Pub. Law 421, 77th Cong. W.P.B. Dir. No. 1, and Supp. Dir. No. 1E, 7 F.R.. 562, 2965)

Issued this 23d day of September 1942.

LEON HENDERSON, Administrator.

[F.R. Doc. 42-9464; Filed, September 23, 1942; 1:56 p. m.]

PART 1307-RAW MATERIALS FOR COTTON TEXTILES

[Maximum Price Regulation 33]

CARDED COTTON YARNS AND THE PROCESSING THEREOF.

A statement of the considerations involved in the issuance of this Maximum Price Regulation has been issued simultaneously herewith and filed with the Division of the Federal Register.*

The title, preamble and §§ 1307.51 to 1307.62, inclusive, of Revised Price Schedule No. 33 '-Carded Cotton Yarns-are amended, renumbered and reissued as Maximum Price Regulation No. 33-Carded Cotton Yarns and The Processing Thereof.

In the judgment of the Price Administrator, the prices of carded cotton yarns and the processing thereof have risen to an extent and in a manner inconsistent with the purposes of the Emergency Price Control Act of 1942. The Price Administrator has given due consideration to the prices of these yarns and services

prevailing between October 1 and October 15, 1941, inclusive, and has made adjustments of such relevant changes as he has determined and deemed to be of general applicability.

So far as practicable, the Price Administrator has advised and consulted with representative members of the industries which will be affected by this regulation. In the judgment of the Price Administrator, the maximum prices established by this regulation are, and will be, generally fair and equitable, and comply with the requirements of section 3 and the other requirements of the Emergency Price Control Act of 1942, and will effectuate the purpose of said Act.

Therefore, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942 and in accordance with Procedural Regulation No. 12 issued by the Office of Price Administration, Maximum Price Regulation No. 33 is hereby issued.

1307.61 Prohibition against the sale or supplying of carded cotton yarns or the processing thereof at prices above the maximum.

1007.52 Lors than maximum prices.

1307,53 Adjustable pricing.

1307.54 Export sales. 1397,55 Reports.

1397.56 Records.

Transfer of business or stock in 1397.57 trade.

1007.50 Petitions for amendment.

1397.53 Evacion.

1267.€0 Enforcement.

Applicability of other regulations. Contracts of cale and invoices. 1307.61 1397.62

1397.03 Exempt sales.

1367.64 Definitions. Effective date.

1397.65 Appendix A: Maximum prices for 1367,68

bace-grade carded cotton yains. Appendix B: Maximum prices for 1367.67 grey carded cotton yarns other than base-grade.

1357.63 Appendix C: Maximum prices for calco of stock yarns; sales by

jobbers. 1357.63 Appendix D: Maximum prices for processed carded cotton yarns and the processing thereof.

AUTHORITY: \$5 1397.51 to 1397.69 inclusive, iccued under Pub. Law 421, 77th Cong.

§ 1307.51 Prohibition against the sale or supplying of carded cotton yarns or the processing thereof at prices above the maximum. (a) No person shall sell or deliver carded cotton yarns and no person shall sell or supply any processing thereof at prices higher than the maximum prices set forth in Appendices A, B, C and D, incorporated herein as §§ 1307.66 to 1307.69, inclusive.

(b) No person in the course of trade or business shall buy or receive carded cotton yarns or any processing thereof at prices higher than the maximum prices set forth in Appendices A, B, C and D, incorporated herein as §§ 1307.65 to 1307.69, inclusive.

(c) No person shall agree, offer, solicit or attempt to do any of the acts set forth

¹⁷ F.R. 2966, 3242, 3763, 4745, 4618, 5163, 5361, 6057, 6084, 6473, 6828, 6037, 7289, 7321, 7408.

^{*}Copies may be obtained from the Office of Price Administration.

¹⁷ F.R. 1267, 1837, 1836, 2000, 2132, 2737,

^{*7} F.R. 971, 3663, 6967.

in paragraphs (a) and (b) above: Provided, That contracts entered into between October 6, 1941 and September 28, 1942 at prices conforming to the maximum prices established by Revised Price Schedule No. 33 " may be carried out at the contract price.

§ 1307.52 Less than maximum prices. Prices lower than the maximum prices established by the Maximum Price Regulation No. 33 may be charged, demanded, paid or offered.

§ 1307.53 Adjustable pricing. No seller of carded cotton yarns or the processing thereof shall enter into any agreement permitting the adjustment of prices to prices which may be higher than the maximum prices established herein in the event that this Maximum Price Regulation No. 33 is amended or upon any other contingency: Provided, That in an appropriate situation when a petition for amendment or for adjustment or exception requires extended consideration, the Price Administrator may upon application grant permission to the seller to agree with the buyer to adjust prices upon deliveries made during the pendency of the petition in accordance with the disposition of the petition.

§ 1307.54 Export sales. The maximum price at which a person may export carded cotton yarns shall be determined in accordance with the provisions of the Revised Maximum Export Price Regulation ' issued by the Office of Price Administration.

§ 1307.55 Reports to be submitted to the Office of Price Administration, Washington, D. C., by sellers of carded cotton yarns. On or before the 10th day of each calendar month commencing with October 10, 1942, each seller of carded cotton yarns shall report all sales of carded cotton yarns made during the preceding calendar month at prices above or below the applicable maximum prices for base-grade yarn; of the-same number because of adjustments provided in this regulation in § 1307.67. This report shall show with respect to each such sale: (a) the date, (b) the name and address of the purchaser, (c) a complete description of the yarn sold including the number, ply and other specifications. (d) the quantity sold, and (e) the price per pound contracted for or received therefor, itemizing separately the base-grade price, the increase or decrease in price made in accordance with § 1307.67 and the clause in accordance with which this adjustment was made.

§ 1307.56 Records—(a) Records to be kept by sellers of carded cotton yarns. Every person making sales of carded cotton yarns for commercial use after September 27, 1942, shall keep for inspection by the Office of Price Administration complete and accurate records showing with respect to each such sale: (1) the date, (2) the name and address of the purchaser, (3) the number, ply, and other specifications of the yarn sold, (4) the quantity sold and (5) the price per pound contracted for or received therefor, showing separately the base-grade price and any premium charged or discount allowed.

(b) Records to be kept by sellers of processing services. Every person selling processing services on a job or commission basis shall keep for inspection by the Office of Price Administration complete and accurate records showing with respect to each such sale: (1) the date, (2) the name and address of the purchaser, (3) a description of the processing services performed, and (4) the price per pound contracted for or received therefor.

§ 1307.57 Transfer of business or stock in trade. If the business, assets or stock in trade of a seller or processor of carded cotton yarns are sold or otherwise transferred on or after September 28, 1942, and the transferee carries on the business, the maximum prices for sales by the transferee shall be the same as those to which sales by the transferor would have been subject if no such transfer had taken place and his obligation to keep records sufficient to verify such prices shall be the same as that of the transferor. The transferor shall either preserve and make available, or turn over to the transferee all records of transactions prior to the transfer which are necessary to enable the transferee to comply with the provisions contained in the Regulation.

§ 1307.58 Petitions for amendment. Persons seeking modification of this Maximum Price Regulation No. 33 or any adjustment or exception not provided for therein may file petitions for amendment in accordance with the provisions of Procedural Regulation No. 15 issued by the Office of Price Administra-

§ 1307.59 Evasion. The price limitations set forth in this Maximum Price Regulation No. 33 shall not be evaded, whether by direct or indirect methods, in connection with an offer, solicitation, agreement, sale, delivery, purchase or receipt of or relating to carded cotton yarns or the processing thereof alone or in conjunction with any other commodity or service, or by way of commission service, transportation, or other privilege, or by tying agreement or other trade understanding, or otherwise.

§ 1307.60 Enforcement. Persons violating any provision of this Maximum Price Regulation No. 33 are subject to the criminal penalties, civil enforcement actions and suits for treble damages as provided for by the Emergency Price Control Act of 1942.

§ 1307.61 Applicability of other regulations. This Maximum Price Regulation No. 33 shall apply and the General Maximum Price Regulation, Maximum Price Regulation No. 165 as amended,

and Revised Price Schedule No. 58 as amended shall not apply to sales of carded cotton yarns and the processing thereof for which maximum prices are established in Appendices A, B, C and D, incorporated herein as §§ 1307.66 to 1307.69, inclusive.

§ 1307.62 Details required in contracts of sale and invoices for sellers of carded cotton yarns. (a) Every seller of carded cotton yarns shall, with respect to every sale thereof, deliver to the purchaser a contract of sale which shall contain, in addition to the selling price and terms of sale, (1) the date on which the sale or contract of sale was made, and (2) a full description of the yarns sold, including (i) the count, (ii) the ply, and (iii) when in conformity with Maximum Price Regulation No. 33 a premium is charged or a discount is allowed, a full description of each feature of the yarn for which a premium is charged or a discount is allowed.

(b) Every seller of carded cotton yarns -shall with respect to each delivery thereof, transmit to the purchaser an invoice or similar document which shall contain the information required by paragraph (a) above or shall refer to the contract in which such information is set forth.

§ 1307.63 Exempt sales. The provisions of this Maximum Price Regulation No. 33 shall not apply to:

(a) Sales at retail;

(b) Sales of carded cotton yarns by persons other than the producers thereof for use as wrapping twine or for resale for ultimate use as wrapping twine;

(c) Sales of seine twine and other yarns produced by two-process twisting;

(d) Sales of dyed carded cotton yarns or of the dyeing thereof; and

(e) Sales of carded yarns composed of cotton blended with other fibers.

§ 1307.64 Definitions of terms used. (a) When used in this Maximum Price

Regulation No. 33, the term:
(1) "Person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing:

(2) "Carded cotton yarn" means grey or processed yarns which are (i) composed of cotton, (ii) spun on the cotton system and (iii) not subjected to combing in the preparatory processes. This term shall include wrapping twine and imported carded cotton yarns;

(3) "Processed" means subjected to any of the processing operations set forth in paragraph (a) (11) below;

(4) "Grey carded cotton yarns" means carded cotton yarns which have not been subjected to any of the processing operations set forth in paragraph (a) (11) helow:

(5) "Base grade yarn" means grey carded cotton yarns of the following specifications:

(i) Ply-Singles and plied.

³ Supra, note 1.

⁴⁷ F.R. 5059.

Supra, note 2.

^{•7} FR. 3153, 3330, 3666, 3990, 3991, 4389, 4487, 4659, 4738, 5027, 5192, 5276, 5365, 5445, 5484, 5565, 5775, 5783, 5784, 6007, 6058, 6081, 6216, 6615, 6794, 6939, 7093, 7322.

7 F.R. 6428, 6966, 7249.

^{*7} F.R. 2543, 2580, 3088, 8271, 4117, 4296, 4299, 4428, 5512, 6494.

(ii) Twist-Regular or reverse.

(iii) Turns per inch—(a) Yarns sold as singles. Up to 4.74, inclusive, times the square root of the yarn number.

(b) Yarns sold after plying—(1) Single twist—Up to 4.74, inclusive, times the square root of the yarn number.

(2) Plied twist—Up to 4.74, inclusive, times the square root of the single yarn equivalent.

(iv) Put-up. Singles and plied-Cones with varn diameters at base of 6" and over and traverses of all dimensions.

Parallel tubes with yarn diameters of 5" and over and traverses of all dimen-

Round-tied skeins.

(v) Cotton content. The specifications of the cotton in base-grade carded cotton yarns shall be American white Middling cotton of staple lengths not in excess of the staple lengths set forth below in Table I.

TABLE I. MAXIMUM STAPLE LENGTHS FOR COTTON USED IN BASE-GRADE CARDED COTTON YARNS

Yarn number	Staple length	
Up to 16s 17s to 24s 25s to 30s	31/32"	
17s to 24s	1 1/16"	
25s to 30s	1 3′/32″	
21e to 40e	1 1/8"	
41s and up.	1 5/32"	

As used herein, the term "American cotton" means all kinds of cotton grown in the United States except Sea Island, SXP and Pima, and the term "Middling" refers to the grade of cotton. Thus, for the purposes of this Regulation, any grade of cotton inferior to Middling is low-grade and any grade of cotton better than Middling is high-grade.

(6) "Stock yarn" means carded cotton yarns owned by a person independent of the producer or processor thereof and stored in space (i) owned or leased by such person on September 28, 1942 and located within 25 miles of his principal place of business or (ii) approved by the Administrator, upon a duly filed petition for adjustment in accordance with Procedural Regulation No. 1° as a stockyarn warehouse established to carry out a legitimate distributive function;

(7) "Thread yarn" means carded cotton yarns sold to a producer or converter for use solely in the production of sewing

thread;
(8) "Producer" means any person who owns, operates or controls a factory, plant or mill in which grey carded cotton yarns are spun and includes any agent or representative of the foregoing:

(9) "Processor" means any person who mercerizes, bleaches or gasses carded

cotton yarns;

(10) "Jobber" means a person at least 75 percent of whose sales, of carded cotton yarn during the calendar month preceding any given transaction consisted

of stock-yarn sales;
(11) "Processing" means mercerizing, bleaching or gassing.

(b) Unless the context otherwise reguires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 shall apply to other items used

§ 1307.65 Effective date of Maximum Price Regulation No. 33. Maximum Price Regulation No. 33 (§§ 1307.51 to 1307.69, inclusive) shall become effective September 28, 1942.

§ 1307.66 Appendix A: Maximum prices for base-grade carded cotton yarns—(a) Terms of sale—(1) Freight. The maximum prices established in this Appendix A include freight up to one cent per pound to the purchaser's place of business. If the seller does not pay such freight, the maximum price shall be that shown herein less freight (up to one cent per · ound) at the lowest published

(2) Credit terms. The terms of credit applicable to sales of base-grade carded cotton yarns shall be either (i) 255—10th proximo 10 or (ii) 2%-30 days: Provided, That a seller shall employ with respect to all sales to a given purchaser only one of the above credit terms.

(b) Maximum prices. (1) The prices set forth below in Table II are maximum prices for sales of base-grade yarns. For a yarn number intermediate between any two appearing in Table II, the maximum price shall be that price obtained from this table by interpolation in accordance with the respective yarn numbers.

(2) TABLE II-BASE-GRADE YARNS Cents per pound

Yara Numters	Eirgle	Ply
C3	ವಿಶ್ವದಿಕ್ಕಾಗಿ ಸಿಕ್ಕಾಗಿ ಸಿಕ್	000444044444444444444444444444444444444

§ 1307.67 Appendix B: Maximum prices for grey carded cotton yarns other than base-grade—(a) Applicability of this Appendix to the other provisions of Maximum Price Regulation No. 33. The maximum prices for carded cotton yarns of other than base-grade specifications shall be the prices set forth in Appendix A. incorporated herein as § 1307.66, adjusted in accordance with the provisions of this Appendix B.

(b) Premiums for twist. For turns per inch exceeding the range provided for in the specifications for base-grade yarns, premiums may be charged in accordance with the following tables:

TABLE HI-PREMIUM FOR SINGLE TWIST

Yern numbers (all numbers herein indusive)	Multiples I 4.75 to 5.24	Multiplis 525 and up
Up to (1) 31s to 4.3 41s and up.	Cente per form? 0.63 1.23 2.60	Confe per filmi 135 100 275

As used in the chove table, "Multiple" means the qualitant of the number of turns per inch divided by the equate test of the yarn number.

TABLE IV-PREMIUMS FOR PLIED TWIST!

Yern numbers (all numbers inclusive)	Multiplis ² 4.75 to 5.24	Multiples 5.25 and up
Up to Chi	Conta per pruni 0.Ca .83 1.63	Cerisper fruni 0.75 1.05 1.20

If the choices well as the piled twict of a piled year execute that provided for in the cycelfactions for base-rade years, the applicable promium set forth in Table III, above, may be charged in addition to the promium for piled twict out forth in Table IV. * Security 1 to Table III.

(c) Premiums for put-ups. The maximum prices for carded cotton yarns putup in a manner set forth below shall be the applicable maximum price of the yarn on a base-grade put-up adjusted

5" in diameter and of	to the following
the following sizes:	maximum weight allow-
	ances for the
	weight of the
	tubes:
Standard 6" traverse	
tubee	50 lbs. per 1000
	tubes.
Miniature 4" traverse	
tub:::	19½ lbs. per 1000'
	tubes.
i) Perforated tubes.	Cents per lb.
Perforated tubes and	*
springs	1.0

Perforated dye tubes	
with scells 2.0	
(3) Multiple end cones or tubes.	
(Any number of ends)	1.0
(4) Sieins.	
Single figure 8	C.5
Double figure 8	
(6) Warps.	
Chain or ball warps	1.0
Warp on section beams or jack spo	
(including fullable one man)	

(including freight one way) · Slashed warp on loom beams (Premium includes charges for beaming and slathing and freight both ways).

⁹ Supra, note 2.

¹⁰ Under terms of 25 -10th proximo, invoices rendered after the 24th day of any month shall not be due until the 16th day of the second month thereafter.

- (6) Cop winding. The premiums for cop winding shall be applicable to the single numbers listed below or their equivalent in plied yarns.
- Yarn up to 2:5/1______ 2.0
 Yarn up to 2.51/1 to 3.99/1_____ 3.0
- maximum price may be added: Provided, That no such premium may be charged unless the seller receives and maintains for inspection by the Office of Price Administration a statement from the purchaser that the yarn is to be used solely in the manufacture of sewing thread.
- (d) Premiums for knotless and lapless yarns. The maximum prices for carded cotton yarns which are both knotless and lapless shall be the applicable maximum price for the base-grade yarn adjusted in accordance with the following premiums:

Cents per lb. Up to and including 16s______ 2.0
Above 16s______ 3.0

(e) Premiums for wrapping twine. The maximum price for yarn produced by single process twisting for ultimate use as wrapping twine shall be the applicable maximum price for the ply yarn plus the following premiums:

Balls: Cents per lb. 8 oz. (pulk) 0.5 8 oz. (package or sacks) 1.5 6 to the pound (bulk) 1.0 6 to the pound (package or social) 6 to the pound (package or sacks) ____ 2.0 Tubes: 50 pounds, many ends_____ 0.5 Reels: 50 pounds, many ends_____ 0.5 Single end _____ 3.0

- (f) Discounts for yarns spun of tinged or low-grade cotton and/or cotton waste alone or in combination with cotton. The maximum price for yarns composed in whole or in part of tinged or lowgrade cotton and/or cotton waste alone or in combination with cotton shall be a price in line with the maximum price set forth herein for base-grade yarn of the same number. As used in this sub-paragraph, the term "in line" with means having a justifiable relation to the maximum price for base-grade yarn of the same number with commensurate decreases due to actual differences in the type, kind, classification, trade, condition, quality and cost of the raw materials.
- (g) Premiums for carded cotton yarns composed of cotton of higher than basegrade cotton specifications: Petitions for adjustment to be filed with the Office of Price Administration, Washington, D. C.—(1) Petition for adjustment for yarns composed of cotton of longer than base-grade staple length. Any producer who (i) produces carded cotton yarn composed of cotton of a longer staple than the applicable staple lengths set forth in § 1307.64 (a) (5) (v) of this regulation and (ii) shows that the use of such cotton is reasonably related to

the tensile specifications required in the yarn by the purchaser may file a petition for adjustment of his maximum price in accordance with §§ 1300.38 to 1300.41. inclusive, of Procedural Regulation No. This petition shall set forth the following with respect to such yarn:

(a) Evidence to show the existence of each of the conditions set forth above:

(b) The number, ply and other specifications of the yarn;

(c) The present maximum price therefor determined in accordance with this Maximum Price Regulation No. 33:

(d) The adjusted maximum price requested by the petitioner; and

(e) Evidence to show how this price

was determined.

- (2) Petitions for adjustment for yarns composed of a higher grade than middling cotton or of Sea Island, SXP or Pima cotton. Any producer who (i) produces carded cotton yarn composed in whole or in part of cotton of a higher grade than middling cotton or of Sea Island, SXP or Pima cotton and (ii) shows that the use of such cotton is necessitated by the specifications required in the yarn by the purchaser thereof may file a petition for adjustment of his maximum price in accordance with §§ 1300.38 to 1300.41, inclusive, of Procedural Regulation No. 1.18 This petition shall set forth the following with respect to such yarn:
- (a) Evidence to show the existence of each of the conditions set forth above;
- (b) The number, ply and other specifications of the yarn;
- (c) The present maximum price therefor determined in accordance with this Maximum Price Regulation No. 33;
- (d) The adjusted maximum price requested by the petitioner; and
- (e) Evidence to show how this adjusted price was determined.

§ 1307.68 Appendix C: Maximum prices for sales of stock yarn; sales by jobbers—(a) Terms of sale—(1) Freight. The freight terms for sales of stock yarn shall be (i) for sellers located in New York City, free in the Greater New York Metropolitan Area and f. o. b. New York City for deliveries outside this area and (ii) for sellers not located in New York City, f. o. b. seller's point of shipment.

(2) Credit terms. As applied to sales and deliveries of stock yarns, the terms of credit shall be either (i) 2%-10 days E. O. M. or (ii) 2%-30 days: Provided. That a seller shall employ with respect to all of his sales to a given purchaser only one of the above terms.

(b) Maximum prices for sales of stock yarn. The maximum prices for sales of stock yarn shall be the prices set forth in Appendix A (§ 1307.66), subject to appropriate adjustment by the provisions of Appendix B (§ 1307.67): Provided,

That the maximum prices for sales of stock yarn by jobbers under the following circumstances shall be the applicable maximum prices determined in accordance with this Maximum Price Regulation No. 33 plus the premium provided below.

TABLE V—PREMIUMS FOR SALES OF STOCK YARN BY JOBBERS

Sales in which premiums are allowedPremium

Sales of broken case 1 lots in quantities of 1500 pounds or less per calendar

month to a given customer ... Sales of broken case lots in quantities in excess of 1500 pounds per calendar month: (Provided, That in no event shall sales of broken case lots ir-

5%

15,000 pounds in any calendar month to all of the seller's customers.)____ Sales of 1 to 3 unbroken cases: Provided, That a jobber may not charge this premium in connection with sales in any one calendar month in excess of 3000 pounds to the same customer or 20,000 pounds to all of

his customers___

respective of quantity per sale exceed

1 As used in this Table V, the term "broken case" means a case from which at least 25 per cent of the contents have been removed.

§ 1307.69 Appendix D: Maximum prices for processed carded cotton yarns and the processing thereof-(a) Applicability of this appendix to the other provisions of Maximum Price Regulation No. 33. The maximum prices for processed carded cotton yarns shall be the prices set forth in Appendix A (§ 1307.66) as adjusted by the provisions of Appendix B (§ 1307.67) plus the appropriate premium set forth below in Table VII.

(b) Terms of sale—(1) Freight. The maximum prices established in this Appendix D include freight up to one cent per pound to the purchaser's place of business. If the processor does not pay such freight, the maximum price shall be that shown herein less freight (up to one cent per pound) at the lowest published rate.

(2) Credit terms. The terms of credit applicable to sale of processing services shall be either (i) 2%—10th proximo or (ii) 2%-30 days: Provided, That a processor shall employ with respect to all sales to a given purchaser only one of the above credit terms.

(c) Maximum prices for mercerizing, bleaching and/or gassing—(1) Explanation of Table VI—(i) Quilling, winding and handling charges. The maximum prices set forth below include all charges for quilling, cone winding and special handling: *Provided*, That if the processor does not quill or wind, his maximum price shall be the price shown herein less his customary charge for quilling or winding.

(ii) Long chain bleaching done alone, The maximum prices set forth below may be charged only when bleaching is performed on long chains and is the sole processing operation.

(2) Maximum prices.

¹² Supra, note 2.

¹³ Supra, note 2.

TABLE VI—MAXIMUM PRICES FOR MEROERIZING, BLEACHING AND/OR GASSING

		Singles		Pital					
Yarn No.	Mercer- izing	Bleaching done alone or in con- junction with mer- cerizing	Long chain bleaching dono alono	Merecr- izing	Merceriz- ing and blenching	Bleoching deno alono	Long chain blaching dena alona	Geering	
Up to 20s 21s-30s 31s-40s 41s and up	25 28 30 32	12.0 13.5 15.25 17.0	15, 25 17, 0 19, 0 20, 5	13.5 15.0 16.5 18.0	19.0 21.5 25.0 25.5	12.0 13.5 15.25 17.0	18,23 17,0 19,0 20,5	3.0 3.0 3.0 4.0	

(d) Maximum prices for mercerized, bleached, and/or gassed yarns—(1) Explanation of Table VII—(i) Quilling, winding and handling charges. The premiums set forth below include all charges for quilling, cone winding and special handling: Provided, That if the processor does not quill or wind, his maximum price shall be the price shown herein less his customary charge for quilling or winding.

(ii) Shrinkage allowances. An amount equal to 3 per cent of the maximum price for the grey yarn may be

added to the price of yarn which is bleached, except that no shrinkage allowance shall be permitted where piled yarn has been mercerized and bleached. An amount equal to 2½ per cent of the maximum price for the grey yarn may be added to the price of piled yarns which have been gassed.

(iii) Long chain bleaching done alone. The premium set forth in Table VII below may be charged only when bleaching is performed on long chains and is the sole processing operation.

(2) Maximum prices.

TABLE VII—PREMIUMS FOR MERCERIZED, BLEACHED, AND/OR GASSED YARNS

[Premium-cents per pound]

-		Singles		Plind					
Yarn No.	Mercer- izing	Bleaching done alone or in con- junction with mer- cerizing	Long chain bicaching done alens	Merecr- izing	Merceriz- ing and bleeching	ing and done		Gaming	
Up to 20s 21s-30s 31s-40s 41s and up	26 29 31 33. 5	12.0 13.5 15.25 17.0	15.25 17.0 19.0 20.5	15.0 10.75 18.5 20.0	21.0 21.0 27.5 21.0	12.0 13.5 15.23 17.0	15,23 17,0 19.0 29.5	2.0 2.0 2.0 4.0	

Issued this 24th day of September 1942.

Leon Henderson,
Administrator.

[F. R. Doc. 42-9495; Filed, September 24, 1942; 11:56 a. m.]

TITLE 46—SHIPPING

Chapter II—United States Maritime Commission

PART 222—STATEMENTS AND AGREEMENT REQUIRED TO BE FILED

[General Order 39, Amended, Supp. 1]

ORDER REVISING FORLIS

General Order No. 39, amended (6 F.R. 5899) is hereby amended as follows:

Strike out § 222.2 Revised forms of cargo and passenger reports approved, and insert in lieu thereof the following:

§ 222.2 Revised forms of cargo report and vessel performance summary approved. The attached U. S. Maritime Commission, Division of Economics & Statistics, War Shipping Administration, Division of Statistics & Research, Form 7801 Revised September, 1942, Cargo Report and Vessel Performance Summary (Vessels Arriving at United States Ports)¹ and the attached U. S. Maritime Commission, Division of Economics & Statistics, War Shipping Administration, Division of Statistics & Research, Form 7802 Revised September, 1942, Cargo Report and Vessel Performance Summary (Vessels Departing from United States Ports), ¹ are hereby approved.

These forms shall become effective on October 15, 1942.

By order of the United States Maritime Commission.

[SEAL]

W. C. PEET, Jr., Secretary.

SEPTEMBER 22, 1942.

[F. R. Doc. 42-9493; Filed, Esptember 24, 1943; 11:54 a. m.]

Chapter IV—War Shipping Administration

PART 306—GENERAL AGENTS AND AGENTS [General Order 12, Supp. 7]

BERTH SUB-AGENT DEFINED

Section 306.5 (a)¹ (Subparagraph (a) of General Order No. 12 (Part I)), as amended by Supplement No. 1 thereto, is hereby amended to read as follows:

§ 306.5 Sub-agents defined. (a) Berth sub-agent defined. A berth sub-agent is an operator of United States flag vessels who is recognized by the War Shipping Administration as a regular berth operator in a certain service, and who has been designated by the War Shipping Administration as eligible for appointment by an agent or general agent as a sub-agent to perform such services of the agent or general agent as may be agreed upon for a vessel while it is operated in the regular service of the berth operator.

Berth sub-agents shall receive as compensation 80% of the compensation as provided in paragraph 7 of General Order No. 12 (§ 306.7), which compensation shall become effective at the commencement of all voyages begun after midnight, local time, June 30, 1942, and, as to any voyage then in progress, when the vessel is next free of cargo on board at that time. For services rendered by berth sub-agents prior to the effective date of the compensation herein provided, such berth sub-agents shall receive the compansation authorized by the Administrator at the time the services were rendered. The compensation of berth subagents shall be collected from the agent or general agent.

Section 305.12 (b), (c), and (d). (Subparagraphs (b), (c), and (d) of paragraph 12 of General Order No. 12 (Part I)) are hereby cancelled and the following substituted therefor:

(b) Where a vessel is assigned to one person as agent or general agent and another person as berth sub-agent, the berth sub-agent shall account to the agent or general agent for all income and expenses (including the berth sub-agent's compensation and that paid by him to foreign sub-agents as voyage expenses).

(c) Each agent and general agent shall account directly to the Administration for the income and expenses of the vessels operated, and render monthly involces to the Administration for their compensation.

[SEAL]

E. S. LAND, Administrator.

SEPTELIBER 22, 1942.

[F. R. Doc. 42-9496; Filed, September 24, 1942; 11:43 a. m.]

PART 306—GENERAL AGENTS AND AGENTS [General Order No. 21]

SURVICE AGREEMENT FORM

Whereas by Executive Order No. 9054, dated February 7, 1942, the President

¹Filed as part of the original document. Copies of the forms referred to may be obtained upon request from the Collector of Customs.

²⁷ F.R. 6584.

established the War Shipping Administration to assure the most effective utilization of the shipping of the United States for the successful prosecution of the war; and

Whereas the United States of America. acting by and through the Administrator. War Shipping Administration, has appointed certain agents and general agents, and will from time to time appoint additional ones, to conduct the business of vessels assigned to such agents under forms of Service Agreements (TCA-4/4/42 and GAA-4/4/42), approved by the Administrator on April 8, 1942, and

Whereas it is desirable for agents and general agents to appoint berth subagents to perform the functions of the agent or general agent under certain circumstances; and

Whereas the Administrator deems it appropriate to issue the following Order concerning the handling of vessels assigned to agents and general agents under service agreements, and the appointment of berth sub-agents by agents and general agents:

Now, therefore, it is hereby ordered,

Definitions. The Terms "agent" (§ 306.4), "general agent" (§ 306.3), "berth sub-agent" (§ 306.5 (§ 306.3). (§ 306.5 (a)), and "sub-agent" (§ 306.5 (b)) as defined in General Order No. 12, as amended, shall have the same meaning in this order.

§ 306.44 Service agreements (GAA-4/4/42). Service agreements entered into between the United States of America, acting by and through the Administrator, War Shipping Administration, with shipping companies appointing them as general agents to manage and conduct the business of vessels (excluding tankers, smallcraft, salvage and rescue vessels, tugs and barges, and other vessels from time to time excluded with the approval of the Administrator) of which the War Shipping Administration is owner or owner pro hac vice, and assigned to the general agents by the United States from time to time, shall be as follows:

Contract WSA ___

SERVICE AGREEMENT FOR VESSELS OF WHICH THE WAR SHIPPING ADMINISTRATION IS OWNER OR OWNER PRO HAC VICE

This Agreement, made as of 19__, between the United States of America (herein called the "United States") acting by and through the Administrator, War Shipping Administration, and _. a corporation organized and existing under the laws of _____, and having its principal place of business at _____ (herein called the "General Agent").

Witnesseth:

That in consideration of the reciprocal undertakings and promises of the parties herein expressed:

ARTICLE 1. The United States appoints the General Agent as its agent and not as an independent contractor, to manage and conduct the business of vessels assigned to it by the United States from time to time.

ART. 2. The General Agent accepts the appointment and undertakes and promises so to manage and conduct the business for the

United States, in accordance with such directions, orders, or regulations as the latter has prescribed, or from time to time may prescribe, and upon the terms and conditions herein provided, of such vessels as have been or may be by the United States assigned to and accepted by the General Agent for that purpose.

ART. 3A. To the best of its ability, the General Agent shall for the account of the United States:

(a) Maintain the vessels in such trade or service as the United States may direct, subject to its orders as to voyages, cargoes, priorities of cargoes, charters, rates of freight and charges, and as to all matters con-nected with the use of the vessels; or in the absence of such orders, the General Agent shall follow reasonable commercial practices;

(b) Collect all moneys due the United States under this Agreement and deposit, remit, or disburse the same in accordance with such regulations as the United States may prescribe from time to time, and account to the United States for all moneys collected or disbursed by it or its agents;

(c) Equip, victual, supply and maintain the vessels, subject to such directions, orders, regulations and methods of supervision and inspection as the United States may from

time to time prescribe;

(d) The General Agent shall procure the Master of the vessels operated hereunder, sub-ject to the approval of the United States. The Master shall be an agent and employee of the United States, and shall have and exercise full control, responsibility and authority with respect to the navigation and management of the vessel. The General Agent shall procure and make available to the Master for engagement by him the officers and men required by him to fill the complement of the vessel. Such officers and men shall be procured by the General Agent through the usual channels and in accordance with the customary practices of commercial operators and upon the terms and conditions prevailing in the particular service or services in which the vessels are to be operated from time to time. The officers and members of the crew shall be subject only to the orders of the Master. All such persons shall be paid in the customary manner with funds by the United States hereunder.

(e) Issue or cause to be issued to shippers customary freight contracts and Bills of Lading. Unless the United States shall otherwise instruct, such Bills of Lading shall contain all exemptions and stipulations usual to the particular trade or service in which the vessels may be engaged, and reserve a lien upon all cargoes for the payment of freight, primage charges, dead freight, demurrage, forwarding charges, advance charges for carriage to port of shipment, for contributions in general average and special charges on cargo and for all fines or penalties which the vessels or cargoes may incur by reason of illegal, incorrect or insufficient marking or addressing of packages or description of their contents. After a uniform Bill of Lading shall have been adopted by the United States, such Bill of Lading shall be used in all cases as soon as practicable after receipt thereof by the General Agent, with such modifications as shall be necessary for the particular trades in which the vessels hereunder shall from time to time be employed. Pending the issuance of such uniform Bill of Lading, the General Agent may continue to use its usual commercial form of Bill of Lading.

As soon as practicable after April 1, 1942. all Bills of Lading shall be issued by the General Agent or its agents as agent for the Master and the signature clause may provide substantially that the General Agent makes no warranty or representation as to the authority of the United States or the Master

to enter into the agreement, and that the General Agent assumes no liability with respect to the goods described therein or the transportation thereof.

ART. 3B. The General Agent agrees, without prejudice to its rights under the provisions of Articles 8 and 16 hereof, to:

(a) Perform the duties required to be performed by it hereunder in an economical and efficient manner, and exercise due diligence to protect and safeguard the interests of the United States in all respects and to avoid loss and damage of every nature to the United States;

(b) Exercise due diligence to see that all Bills of Lading are properly issued, all wharf receipts for freight are nonnegotiable, and, where required, a freight contract or permit

is issued for each shipment;
(c) Furnish and maintain during the period of this Agreement, at its own expense, a bond with sufficient surety, in such amount as the United States shall determine, such bond to be approved by the United States as to both sufficiency of surety or sureties and form, and to be conditioned upon the due and faithful performance of all and singular the covenants and agreements of the General Agent contained in this Agreement, including, without limitation of the foregoing, the condition faithfully to account to the United States for all funds collected and disbursed and funds and property received by the General Agent or its agents. The General Agent may, in lieu of furnishing such bond, pledge direct or fully guaranteed obligations of the United States of America of the face value of the penalty of the bond under an agreement satisfactory in form to the United States:

(d) Without the consent of the United States, not sell, assign or transfer, either directly or indirectly or through any reorganization, merger or consolidation, this Agreement or any interest therein, nor make any agreement or arrangement whereby the service to be performed hereunder is to be performed by any other person, whether an agent or otherwise, except as provided in

Article 6 hereof.

ART. 4. (a) The General Agent and, to the extent required by the United States, every related or affiliated company or holding company of the General Agent, authorized as provided in Article 13 hereof, to render any service or to furnish any stores, supplies, equipment, provisions, materials, or facilities which are for the account of the United States under the terms of this Agreement, shall (1) keep its books, records and accounts relating to the management, operation, conduct of the business of and maintenance of the vessels covered by this Agreement in such form and under such regulations as may be prescribed by the United States; and (2) file, upon notice from the United States, balance sheets, profit and loss statements, and such other statements of operation, special reports, memoranda of any facts and transactions, which, in the opinion of the United States, affect the results in, the performance of, or transactions or operations under this Agree-

(b) The United States is hereby authorized to examine and audit the books, records and accounts of all persons referred to above in this Article whenever it may deem it necessary or desirable.

(c) Upon the willful failure or willful refusal of any person described in this Arti-cle to comply with the provisions of this Article, the United States may rescind this Agreement.

ART. 5. At least once a month the United States shall, pay to the General Agent as f¹¹ compensation for the General Agent's services hereunder, such fair and reasonable amount as the Administrator, War Shipping Administration, shall from time to time determine: Provided, That with respect to

vessels allocated before February 25, 1942, compensation shall not be less than the amount of earnings which the General Agent would have been permitted to earn under any applicable previously existing bareboat charters, preference agreements, commit-ments, rules or regulations of the United State: Maritime Commission until the earliest termination date permissible thereunder as of March 22, 1942. Such compensation shall be deemed to cover, but without limitation, the General Agent's adminitrative and general expense (as presently itemized in General Order No. 22 of the United States Maritime Commission), advertising expense, taxes (other than taxes for which the General Agent is reimbursed under Article 7 hereof), and any other expenses which are not directly and exclusively applicable to the maintenance, management, operation or the conduct of the business of the vessels hereunder.

Arr. 6. The General Agent shall exercise due diligence in the selection of agents. Such agents shall be subject to disapproval by the United States and any agency agreement shall be terminated by the General Agent whenever the United States shall so direct. Any compensation payable by the General Agent to its agents for services rendered in connection with the vessels assigned hereunder shall be subject to approval by the United States. In the event that any of the vessels covered by this Agreement are operated in a service in which an American citizen maintained a berth operation with American flag vessels on September 1, 1939, the General Agent, upon request of the United States, will assign such vessels to such berth operators as agents as may be appropriate under form of agreement prescribed by the United States. Agency fees or equivalent allowances for branch, offices in accordance with schedules approved by the United States will be reimbursable under Article 7 hereof.

ART. 7. The United States shall reimburse the General Agent at stated intervals determined by the United States for all expenditures of every kind made by it in performing, procuring or supplying the services, facilities, stores, supplies or equipment as required hereunder, excepting general and administrative expense (as presently itemized in General Order No. 22 of the United States Maritime Commission), advertising expense, taxes (other than sales and similar taxes or foreign taxes of any kind to the extent determined by the United States to be classifiable as voyage expenses hereunder) and any other expenses which are not directly and exclusively applicable to the maintenance, management, op-eration or the conduct of the business of the vessels hereunder. The General Agent shall be reimbursed for sales and similar taxes or foreign taxes of any kind to the extent determined by the United States to be classifiable as voyage expenses hereunder if the General Agent shall have used due diligence to secure immunity from such taxation. To the extent not recovered from insurance, the United States shall also reimburse the General Agent for all crew expenditures (accruing during the term hereof) in connection with the vessels hereunder, including, without limitation, all disbursements for or on account of wages, extra compensation, overtime, bonuses, penalties, subsistence, repatriation, travel expense, loss of personal effects, main-tenance, cure, vacation allowances, damages or compensation for death or personal injury or illness, and insurance premiums, required to be paid by law, custom, or by the terms of the ship's articles or labor agreements, or by action of the Maritime War Emergency Board, any payments made by the General Agent to a pension fund in accordance with a pension plan in effect on the effective date of this Agreement with respect to the officers and members of the crew of said vessels who are entitled to benefits under such plan, on the effective date of this Agreement, for the amount of any Social Security taxes which the General Agent is or may be required to pay on behalf of the officers and crew of caid vessels as agent or otherwise. The United States may disallow, in whole or in part, as it may deem appropriate, and deny reimburgement for, expenses which are found to have been made in willful contravention of any outstanding instructions or which were clearly improvident or execusive.

Any moneys advanced to bonded persons by the General Agent for chip disburaments which are lost by reason of a casualty to the Vessel on which the money so advanced is carried shall in the event of such loss he considered an expense of the General Agent, subject to reimbursement as is in this Article 7 provided.

The United States may advance moneys to the General Agent to provide for disburstments hereunder in accordance with such regulations or conditions as the United States

may from time to time prescribe. Anr. 8. The Unifed States shall, without cost or expense to the General Agent, procure or provide insurance against all insurable risks of whatscever nature or kind relating to the vessels assigned hercunder (which insurance chall include the General Agent and the vessel personnel as accurede) including, but without limitation, marine, war and P. & I. risks, and all other ricks or liabilities for breach of statute and for damage caused to other vessels, percons or property, and shall defend, indemnify and cave harmless the General Agent against and from any and all loss, liability, damage and expense (including costs of court and reasonable atterneys' fees) on account of such risks and liabilities, to the extent not covered or not fully covered by insurance. The General Agent shell furnish reports and information and comply fully with all instructions that may be issued with regard to all salvage claims, damages, losses or other claims. Neither the United States nor the insurance underwriters chall have any right of subregation against the General Agent with respect to such risks. The United States may assume any of the foregoing ricks except those relating to P. & I. ricks and collision liabilities. At all times during the period of this Agreement, the United States shall at its own expense provide and pay for insurance with respect to each vessel here-under against protection and indemnity marine and war ricks, and collicion liabilities without limit as to liability as to the amount of any claim or the aggregate of any claims thereunder. The United States at its elec-tion may write all or any such insurance, in-cluding that against P. & I. and collision liabilities, in its own fund, purcuant to a duly executed policy or policies. Neither the United States nor the insurance underwriters shall have any right of subrecation against the General Agent with respect to any of the foregoing risks. All insurance hereunder shall cover both the United States and the General Agent.

Arr. 9. In the event of general average involving vessels assigned to the General Agent under this Agreement, the General Agent shall comply fully with all instructions issued by the United States in that connection including instructions as to the appointment of adjuster, obtaining general average cecurity and asserting liens for that purpose unless otherwise instructed, and supplying the adjuster with all disburcements accounts, desuments and data required in the adjustment, statement and settlement of the general average. Reasonable compensation for and general average allowances to the General Agent in such cases shall be in accordance with directions, orders or regulations of the United States.

Ant. 10. Salvage claims for cervices rendered to vessels other than vessels owned or controlled by the United States shall be handled by, and be under the control of, the United States. Ealwage awards for services rendered to other vessels owned or controlled by the United States including the vessels hereunder shall he made by the United States. The General Agent shall furnish the United States with full reports and information on all salvage cervices rendered.

Arr. 11. (a) The United States shall have the right to terminate this Agreement at any time as to any and all vessels assigned to the General Agent and to assume control forthwith of any and all said vessels upon fifteen (15) days' written or telegraphic notice.

(b) Upon giving to the United States thirty (30) days' written or telegraphic notice, the General Agent shall have the right to terminate this Agreement, but termination by the General Agent shall not become effective as to any veccel until her arrival and discharge at a continental United States port.

(c) This Agreement may be terminated, medified, or amended at any time by mutual concent.

Arr. 12. In case of termination of this Agreement, whether upon expiration of the stated period hereof or otherwise, all vessels and other property of whatsoever kind then in the custody of the General Agent pursuant to this Agreement, shall be immediately turned over to the United States, at times and places to be fixed by the United States, and the United States may collect directly, or by such agent or agents as it may appoint, all freight moneys or other debts remaining unpaid: Provided, That the General Agent shall, if required by the United States, adjust, settle and liquidate the current business of the versels. Notwithstanding the foregoing provicions, when the United States shall so direct, the General Agent shall complete the business of voyages commenced prior to the date as of which the Agreement shall be ter-minated, and, if directed by the United States and subject to any instructions issued by the United States with respect thereto, the General Agent shall continue to book cargo for the vexals for the next voyages after the termination of this Agreement. No such termination of this Agreement shall relieve either party of liability to the other in respect of mattern arising prior to the date of such termination or of any obligation hereunder to indemnify the other party in respect of any claim or demand thereafter asserted, arking out of any matter done or omitted prior to the date of such termination.

Arr. 13. Agreements or arrangements with any interested or related edmpany to render any cervice or to furnish any stores, supplies, equipment, materials, repairs, or facilities hereunder chall he submitted to the United States for approval as to employment. Unless and until such agreements or arrangements have been approved by the United States, compensation paid to any interested or related company shall be subject to review and readjustment by the United States. In connection with such review and readjustment, the United States may deny reimburcement hereunder of any portion of such compensation which it deems to be in excess of fair and reaconable compensation. The United States may also deny reimbursament, in whole or in part, of compensation under any arrangement or agreement with an interested or related company which it deems to be exorbitant, extertionate or fraudulent. The term "interested company" shall mean by percon, firm, or corporation in which the General Agent, or any related company of the General Agent, or any officer or director of the General Agent, or any employee of the General Agent who is charged with executivo or supervicery duties, or any member of the immediate family of any such officer, director or employee, or any officer or director of any related company of the General Agent or any member of the immediate famlly of an officer or director of any related

company of the General Agent, owns any substantial pecuniary interest directly or indirectly. The term "related company", used to indicate a relationship with the General Agent for the purposes of this Article only, shall include any person or concern that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the General Agent. The term "control" (including the terms "controlled by" and "under common control with") as used herein means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the General Agent (or related company), whether through ownership of voting securities, by contract, or otherwise.

ART. 14. The General Agent shall, unless otherwise instructed, subject to such regula-tions, instructions, or methods of supervision and inspection as may be required or prescribed by the United States, arrange for the repair of the vessels, covering hull, machinery, boilers, tackle, apparel, furniture, equipment, and spare parts, and including maintenance and voyage repairs and replacements, for the account of the United States, as may be necessary to maintain the vessels in a thoroughly efficient state of repair and condition. The General Agent shall exercise reasonable diligence in making inspections and obtaining information with respect to the state of repair and condition of the vessels, and so advise the United States from time to time, in order that the United States may satisfy itself that the vessels are being properly maintained, and shall cooperate with representatives of the United States in making any inspections or investigations that the United States may deem desirable.

ART. 15. The United States shall, when it may legally do so, have the advantage of any existing or future, contracts of the General Agent for the purchase or rental of materials, fuel, supplies, facilities, services, or equipment, if this may be done without unreasonably interfering with the requirements of other vessels owned or operated by the General Agent.

ART. 16. (a) The United States shall indemnify, and hold harmless and defend the General Agent against any and all claims and demands (including costs and reasonable at-torneys' fees in defending such claim or demand, whether or not the claim or demand be found to be valid) of whatsoever kind or nature and by whomsoever asserted for injury to persons or property arising out of or in any way connected with the operation or use of said vessels or the performance by the General Agent of any of its obligations hereunder, including but not limited to any and all claims and demands by passengers, troops, gun crews, crew members, shippers, third persons, or other vessels, and including but not limited to claims for damages for injury to or loss of property, cargo or personal effects, claims for damages for personal injury or loss of life, and claims for maintenance and cure.

(b) In view of the extraordinary wartime conditions under which vessels will be operated hereunder, the General Agent shall be under no responsibility or liability to the United States for loss or damage to the vessels arising out of any error of judgment or any negligence on the part of any of the General Agent's officers, agents, employees, or otherwise. However, the General Agent may be held liable for loss or damage not covered by insurance or assumed by the United States as required under Article 8 of this Agreement, if such loss or damage is directly and primarily caused by willful misconduct of principal supervisory shoreside personnel or by gross negligence of the General Agent in the procurement of li-

censed officers or in the selection of principal supervisory shoreside personnel.

(c) In the event that the General Agent shall perform any stevedoring, terminal, ship repair or similar service for the vessels here-under at commercial rates, the General Agent shall have all the obligations and responsibilities of the person performing such services under the standard or other approved form of contract with the United States or, in the absence of such standard or approved form, under usual commercial practice.

(d) The General Agent shall be under no liability to the United States of any kind or nature whatsoever in the event that the General Agent should fail to obtain officers or crews for the operation of the vessels, or fail to arrange for the fitting out, refitting, maintenance or repair of said vessels, or fail to perform any other service hereunder by reason of any labor shortage, dispute or difficulty, or any strike or lockout or any shortage of material or any act of God or peril of the sea or any other cause beyond the control of the General Agent whether or not of the same or similar nature; or shall do or fail to do any act in reliance upon instructions of military or naval authorities.

ART. 17. Wherever and whenever herein any right, power, or authority is granted or given to the United States, such right, power, or authority may be exercised in all cases by the War Shipping Administration or such agent or agents as it may appoint or by its nominee, and the act or acts of such agent or agents or nominee, when taken, shall constitute the act of the United States hereunder. In performing its services hereunder, the General Agent may rely upon the instructions and directions of the Administrator, his officers and responsible employees, or upon the instructions and directions of any person or agency authorized by the Administrator. Wherever practicable, the General Agent shall request written confirmation of any oral instructions or directions so given.

ART. 18. (a) The General Agent warrants that it has not employed any person to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the United States the right to annul this Agreement or in its discretion to deduct from any amount payable hereunder the amount of such commission, percentage, brokerage or contingent fee.

(b) In any act performed under this Agreement, the General Agent and any subcontractor shall not discriminate against any citizen of the United States on the ground of race, creed, color or national origin.

ART. 19. No person elected or appointed a member of or delegate to Congress or a Resident Commissioner, directly or indirectly, himself or by any other person in trust for him, or for his use or benefit, or on his account shall hold or enjoy this Agreement in whole or in part, except as provided in Section 206, Title 18, U.S.O. The General Agent shall not employ any member of Congress, either with or without compensation, as an attorney, agent, officer or director.

attorney, agent, officer or director.

ART. 20. Subject to the provisions of Article 5 hereof, this Agreement is in substitution of and hereby abrogates and replaces the so-called 1¢ Bareboat Charter Agreements relating to the assignment or allocation to the General Agent of the vessels listed on Exhibit A' hereto from the dates stated on such Exhibit. Preference Agreements relating to such allocated vessels shall be terminated and abrogated as of the same dates.

All rights and obligations of the parties under said abrogated Bareboat Charter and Preference Agreements are hereby cancelled and this Agreement is made retroactive to the cancellation dates thereof as stated on Exhibit A hereto. However, the General Agent shall be reimbursed for any expenditure made before the carliest permissible cancellation date after March 22, 1942, under said agreements to the extent that such expenditure would have been considered in computing additional charter hire or freight under such agreements. This Agreement, unless sooner terminated, shall extend until six months after the cessation of hostilities.

In witness whereof, the Parties hereto have executed this Agreement in triplicate the day and year first above written.

United States of America,
By: E. S. LAND, Administrator,
War Shipping Administration.
By:
For the Administrator.
By:
Attest:
Annuari A. Farres
Approved as to form:

r- General Counsel, War Shipping Administration.

EXHIBIT "A" TO CONTRACT WSA

· Vessel	Date alloca- tion approved	Date of de- livery	Cancellation date of provious bare- boat charter or preference agree- ment, or both	Date of rede- livery
•				
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I, _____, certify that I am the duly chosen, qualified, and acting Secretary of _____ a party to this Agreement, and, as such, I am the custodian of its official records and the minute books of its governing body; that _____

who signed this Agreement on behalf of said corporation, was then the duly qualified of said corporation; that said officer affixed his manual signature to said Agreement in his official capacity as

said officer for and on behalf of said corporation by authority and direction of its governing body duly made and taken; that said Agreement is within the scope of the corporate and lawful powers of this corporation.

[CORPORATE SEAL] Secretary.

§ 306.45 Service agreement (TCA—4-4-42). Service agreements entered into between the United States of America, acting by and through the Administrator,

War Shipping Administration, with shipping companies appointing them as agents to conduct the business of vessels (excluding tankers, smallcraft, salvage and rescue vessels, tugs and barges, and other vessels from time to time excluded with the approval of the Administrator) time chartered by the United States and assigned to them by the United States from time to time shall be as follows:

Contract WSA _____

SERVICE AGREEMENT FOR VESSELS TIME CHAR-TERED FROM OTHERS BY THE WAR SHIPPING ADMINISTRATION

This agreement, made as of _____,
19____, between the United States of America
(herein called the "United States") acting
by and through the Administrator, War Shipping Administration, and_

----, a corporation organized and existing under the laws of and having its principal place of business ----, (herein called the "Agent").

Witnesseth:

That in consideration of the reciprocal undertakings and promises of the parties herein expressed:

ARTICLE 1. The United States appoints the Agent as its agent and not as an independent contractor, to conduct the business of vessels time chartered by the United States and assigned to it by the United States from time to time.

ART. 2. The Agent accepts the appointment and undertakes and promises so to conduct the business for the United States, in accordance with such directions, orders, or regulations as the latter has prescribed, or from time to time may prescribe, and upon the terms and conditions herein provided, of such vessels as have been or may be by the United States assigned to and accepted by

the Agent for that purpose.

ART. 3A. To the best of its ability, the Agent shall for the account of the United

(a) Perform all of the customary duties of the agent of a time charterer in connection with the vessels subject to this Agreement, subject to the orders of the United States as to voyages, cargoes, priorities of cargoes, charters, rates of freight and other charges and as to all matters connected with the use of the vessels; or in the absence of such orders, the Agent shall follow reasonable commercial practices:

(b) Collect all moneys due the United States under this Agreement and deposit, remit, or disburse the same in accordance with such regulations as the United States may prescribe from time to time, and account to the United States for all moneys collected

or disbursed by it or its agents;
(c) Provide and pay for all fuel, fresh
water, stevedoring and other cargo handling
expense, port charges, wharfage and dockage, pilotages, agencies, canal dues, commissions, and consular charges, except those pertaining to the Master, officers and crew, and all other expenses to the extent that such items and expenses are for the account of the United States as time charterer of the vessels subject to this Agreement: Provided, That, where the United States has entered into agreements for any of the foregoing items (such as for stevedoring and supplying fuel), the Agent shall see that the items are furnished pursuant to the provisions of such agreements and shall make the necessary arrangements with the District Manager, or other representative of the United States

therefor;
(d) Issue or cause to be issued to shippers customary freight contracts and Bills of Lading. Unless the United States shall

otherwise instruct, such Bills of Lading shall contain all exemptions and stipulations usual to the particular trade or service in which the vessels may be engaged, and incofar as possible all pertinent clauses and conditions embodied in the time charters whereunder the vessels subject to this Agreement are chartered to the United States, receive a lien upon all cargoes for the payment of freight, primage charges, dead freight, demur-rage, forwarding charges, advance charges for carriage to port of chipment, for contributions in general average and special charges on cargo and for all fines or penalties which the vessels or cargoes may incur by reason of illegal, incorrect or insufficient marking or addressing of packages or description of their contents. After a Uniform Bill of Lading shall have been adopted by the United States, such bill of Inding shall be used in all cases as soon as practicable after receipt thereof by the Agent, with such modifications as chall be necessary for the particular trades in which the vessels hereunder chall from time to time be employed. Fending the issuance of such Uniform Bill of Lading, the Agent may continue to use its usual commercial form of Bill of Lading.

As soon as practicable after April 1, 1942, all Bills of Lading shall be issued by the Agent or its agents as agent for the Master and the signature clause may provide sub-stantially that the Agent makes no war-ranty or representation as to the authority of the United States or the Master to enter into the agreement, and that the Agent acsumes no liability with respect to the goods described therein or the transportation

thereof.

ART. 3B. The Agent agrees, without prejudice to its rights under the provisions of

Articles 8 and 16 hereof, to:
(a) Perform the duties required to be performed by it hereunder in an economical and efficient manner, and excreice due dillgence to protect and cafeguard the interests of the United States in all respects and to avoid loss and damage of every nature to the United States;

(b) Exercise due diligence to cce that all Bills of Lading are properly issued, all wharf receipts for freight are non-negotiable and, where required, a freight contract or permit is issued for each chipment;

(c) Furnish and maintain during the period of this Agreement, at its own expense, a bond with sufficient surety, in such amount as the United States shall determine, such bond to be approved by the United States as to both sufficiency of curety or cureties and form, and to be conditioned upon the due and faithful performance of all and singular the covenants and agreements of the Agent contained in this Agreement, in-cluding, without limitation of the foregoing, the condition faithfully to account to the United States for all funds collected and disbursed and funds and property received by the Agent or its agents. The Agent may, in lieu of furnishing cuch bond, pledge direct or fully guaranteed obligations of the United States of America of the face value of the penalty of the bond under an agreement eatisfactory in form to the United States;

(d) Without the concent of the United States, not sell, assign or transfer, either directly or indirectly or through any reorganization, merger or concolidation, this Agreement or any interest therein, nor make any agreement or arrangement whereby the service to be performed hereunder is to be performed by any other percon, whether an agent or otherwise, except as provided in

Article 6 hercof.

ART. 4. (a) The Agent and, to the extent required by the United States, every related or affiliated company or holding company of the Agent, authorized as provided in Article 13 hereof, to render any service or to furnish any stores, supplies, equipment, provisions, materials, or facilities which are for the account of the United States under the terms of this Agreement, shall (1) keep its hooks, records and accounts relating to the management, operation, conduct of the business of and maintenance of the vassels covered by this Agreement in such form and under such regulations as may be prescribed by the United States; and (2) file, upon notice from the United States, balance sheets, profit and Iccs statements, and such other statements of operation, special reports, memoranda of any facts and transactions, which, in the opinion of the United States, affect the results in, the performance of, or transactions or operations under this Agreement.

(b) The United States is hereby authorized to examine and audit the books, records and accounts of all persons referred to above in this Article whenever it may deem it neces-

Eary or desirable.

(c) Upon the willful failure or willful refucal of any person described in this Article to comply with the provisions of this Article, the United States may rescind this Agreement.

Arr. 5. At least once a month the United States chall pay to the Agent as full compencation for the Agent's services hereunder, such fair and reaconable amount as the Adminictrator, War Shipping Administration, shall from time to time determine: Provided, That with respect to services rendered before February 25, 1842, compensation shall not be less than that provided for in the applicable agreement, commitment, rules or regulations of the United States Maritime Commission. Such compensation shall be deemed to cover. but without limitation, the Agent's administrative and general expense (as presently itemized in General Order No. 22 of the United States Maritime Commission), advertling expense, taxes (other than taxes for which the Agent is reimbursed under Article 7 hercof), and any other expenses which are not directly and exclusively applicable to the operation of the vessels hereunder.

Arr. 6. The Agent chall exercise due dili-gence in the relection of agents. Such agents chall to subject to disapproval by the United States and any agency agreement shall be terminated by the Agent whenever the United States chall so direct. Any compensation payable by the Agent to its agents for services rendered in connection with the vessels accigned hereunder shall be subject to approval by the United States. Agency fees or equivalent allowances for branch offices in accordance with schedules approved by the United States will be reimbursable under

Article 7 hereof.

Arr. 7. The United States shall reimburse the Agent at stated intervals determined by the United States for all expenditures of every kind made by it in performing, procuring or cupplying the services, facilities, stores, supplics or equipment as required hereunder, excepting general and administrative excepse (as presently itemized in General Order No. 22 of the United States Maritime Commiscion), advertising expense, taxes (other than cales and similar taxes or foreign taxes of any kind to the extent determined by the United States to be classifiable as voyage expenses for the account of the United States) and any other expenses which are not directly and exclusively applicable to the maintenance, management, operation or the conduct of the business of the vessels here-under. The Agent shall be reimbursed for sales and similar taxes or foreign taxes of any kind to the extent determined by the United States to be classifiable as voyage expenses for the account of the United States to the extent that the Agent shall have used due diligence to secure immunity from such taxation. The United States may disallow, in whole or in part, as it may deem appropriate, and deny reimburcement for, expenses which are found to have been made in wiliful con-travention of any outstanding instructions or which were, clearly improvident or

Any moneys advanced to bonded persons by the Agent for ship disbursements which are lost by reason of a casualty to the Vessel on which the money so advanced is carried shall in the event of such loss be considered an expense of the Agent, subject to reimbursement as is in this article 7 provided.

The United States may advance moneys to the Agent to provide for disbursements hereunder in accordance with such regulations or conditions as the United States may from time to time prescribe.

ART. 8. The United States shall without cost or expense to the Agent procure or provide insurance against, or shall assume, all insurable risks of whatsoever nature or kind relating to the vessels assigned hereunder including, but without limitation, marine, war and P. & I. risks, and all other risks or lia-bilities for breach of statute and for damage caused to other vessels, persons or property, and shall defend, indemnify and save harmless the Agent against and from any and all loss, liability, damage and expense (including costs of court and reasonable attorneys' fees) on account of such risks and liabilities, to the extent not covered or not fully covered by insurance. The Agent shall furnish reports and information and comply fully with all instructions that may be issued with regard to all salvage claims, damages, losses or other claims. Neither the United States nor the insurance underwriters shall have any right of subrogation against the Agent with respect to such risks.

ART. 9. In the event of general average involving vessels assigned to the Agent under this Agreement, the Agent shall comply fully with all instructions issued by the United States in that connection including instructions as to the appointment of adjuster, obtaining general average security and asserting liens for that purpose unless otherwise instructed, and supplying the adjuster with all disbursements accounts, documents and data required in the adjustment, statement and settlement of the general average. Reasonable compensation for and general average allowances to the Agent in such cases shall be in accordance with directions, orders or regulations of the United States. This Article shall not apply to services required of the Owner under Time Charter.

Arr. 10. The negotiation and settlement of all salvage claims, for services rendered by vessels shall be controlled by the Owner and the United States in accordance with the provisions of the applicable Time Charter. The Agent shall furnish the United States with full reports and information on all salvage services rendered.

ART. 11. (a) The United States shall have the right to terminate this Agreement at any time as to any and all vessels assigned to the Agent and to assume control forthwith of the business of said vessels upon fifteen (15) days' written or telegraphic notice.

(b) Upon giving to the United States thirty (30) days' written or telegraphic notice, the Agent shall have the right to terminate this Agreement, but termination by the Agent shall not become effective as to any vessel until her arrival and discharge at a continental United States port.

(c) This Agreement may be terminated, modified, or amended at any time by mutual consent.

ART. 12. In case of termination of this Agreement, whether upon expiration of the stated period hereof or otherwise, all property of whatsoever kind then in the custody of the Agent pursuant to this Agreement, shall be immediately turned over to the United States, at times and places to be fixed by the United States, and the United States may collect directly, or by such agent or agents as it may appoint, all freight moneys

or other debts remaining unpaid: Provided, That the Agent shall, if required by the United States, adjust, settle and liquidate the current business of the vessels. Notwithstanding the foregoing provisions, when the United States shall so direct, the Agent shall complete the business of voyages commenced prior to the date as of which the Agreement shall be terminated, and, if directed by the United States and subject to any instructions issued by the United States with respect thereto, the Agent shall continue to book cargo for the vessels for the next voyages after the termination of this Agreement. No such termination of this Agreement shall relieve either party of liability to the other in respect of matters arising prior to the date of such termination or of any obligation hereunder to indemnify the other party in respect of any claim or demand thereafter asserted, arising out of any matter done or omitted prior to the date of such termination.

ART. 13. Agreements or arrangements with any interested or related company to render any service or to furnish any stores, supplies, equipment, materials, or facilities shall be submitted to the United States for approval as to employment. Unless and until such agreements or arrangements have been approved by the United States, compensation paid to any interested or related company shall be subject to review and readjustment by the United States. In connection with such review and readjustment, the United States may deny reimbursement hereunder of any portion of such compensation/which it deems to be in excess of fair and reasonable compensation. The United States may also deny reimbursement, in whole or in part, of compensation under any arrangement or agreement with an interested or related company which it deems to be exorbitant, extortionate or fraudulent. The term "interested company" shall mean any person, firm, or corporation in which the Agent, or any related company of the Agent, or any officer or director of the Agent, or any employee of the Agent who is charged with executive or supervisory duties, or any member of the immediate family of any such officer, director or employee, or any officer or director of any related company of the Agent, or any member of the immediate family of an officer or director of any related company of the Agent, owns any substantial pecuniary interest di-rectly or indirectly. The term "related com-pany" used to indicate a relationship with the Agent for the purposes of this Article only, shall include any person or concern that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Agent. The term "control" (including the terms "controlled by" and "under common control with") as used herein means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Agent (or related company), whether through ownership of voting securities, by contract, or otherwise.

ART. 14. This Agreement, unless sooner terminated, shall extend until six months after the cessation of hostilities.

ART. 15. The United States shall, when it may legally do so, have the advantage of any existing, or future, contracts of the Agent for the purchase or rental of materials, fuel, supplies, facilities, services, or equipment, if this may be done without unreasonably interfering with the requirements of other vessels owned or operated by the Agent.

AET. 16. (a) The United States shall indemnify, and hold harmless and defend the Agent against any and all claims and demands (including costs and reasonable attorneys' fees in defending such claim or demand, whether or not the claim or demand

be found to be valid) of whatsoever kind or nature and by whomsoever asserted for injury to persons or property arising out of or in any way connected with the operation or use of said vessels or the performance by the Agent of any of its obligations hereunder, including but not limited to any and claims and demands by passengers, troops, gun crews, crew members, shippers, third porsons, or other vessels, and including but not limited to claims for damages for injury to or loss of property, cargo or personal effects, and claims for damages for personal injury or loss of life.

(b) The Agent shall be under no responsibility or liability to the United States for loss or damage to the vessels arising out of one can be part of any of the Agent's officers, agents, employees, or otherwise. However, the Agent may be held liable for loss or damage not covered by insurance or assumed by the United States as required under Article 8 of this Agreement, if such loss or damage is directly and primarily caused by willful misconduct of principal supervisory shoreside personnel or by gross negligence of the Agent in the selection of such principal supervisory personnel.

(c) In the event that the Agent shall perform any stevedoring, terminal, or similar service for the vessels hereunder at commercial rates, the Agent shall have all the obligations and responsibilities of the person performing such service under the standard or other approved form of contract with the United States or, in the absence of such standard or approved form, under usual commercial practice.

(d) The Agent shall be under no liability to the United States of any kind or nature whatsoever in the event that the Agent should fall to perform any service hereunder by reason of any labor shortage, dispute or difficulty, or any strike or lockout or any shortage of material or any act of God or peril of the sea or any other cause beyond the control of the Agent whether or not of the same or similar nature; or shall do or fall to do any act in reliance upon instructions of military or naval authorities.

ART. 17. Wherever and Whenever herein any right, power, or authority is granted or given to the United States, such right, power, or authority may be exercised in all cases by the War Shipping Administration or such agent or agents as it may appoint or by its nominee, and the act or acts of such agent or agents or nominee, when taken, shall constitute the act of the United States hereunder. In performing its services hereunder, the Agent may rely upon the instructions and directions of the Administrator, his officers and responsible employees, or upon the instructions and directions of any person or agency authorized by the Administrator. Wherever practicable, the Agent shall request written confirmation of any oral instructions or directions so given.

ART. i8. (a) The Agent warrants that it has not employed any person to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the United States the right to annul this Agreement or in its discretion to deduct from any amount payable hereunder the amount of such commission, percentage, brokerage or contingent fee.

(b) In any act performed under this Agreement, the Agent and any subcontractor shall not discriminate against any citizen of the United States of America on the ground of race, creed, color or national origin.

ART. 19. No person elected or appointed a member of or delegate to Congress or a Resident Commissioner, directly or indirectly, himself or by any other person in trust for

him, or for his use or benefit, or on his account shall hold or enjoy this Agreement in whole or in part, except as provided in Section 206, Title 18, U. S. C. The Agent shall not employ any member of Congress, either with or without compensation, as an attorney, agent, officer or director.

In witness whereof, the parties hereto have executed this Agreement in triplicate the day and year first above written.

> UNITED STATES OF AMERICA By: E. S. LAND, Administrator. War Shipping Administration. For the Administrator.

By:_____

Attest:

Approved as to form:

General Counsel, War Shipping Administration.

_, certify that I am the duly chosen, qualified, and acting Secre-.__ a party to this tary of _____ Agreement, and, as such, I am the custodian of its official records and the minute books of its governing body; that

who signed this Agreement on behalf of said corporation, was then the duly qualified officer affixed his manual signature to said Agreement in his official capacity as said officer for and on behalf of said corporation by authority and direction of its governing body duly made and taken; that said Agreement is within the scope of the corporate and lawful powers of this corporation.

Secretary.

[CORPORATE SEAL]

§ 306.46 Berth sub-agent service agreement (BSA-9-22-42). Unless otherwise determined by the Administrator, when vessels assigned to an agent or general agent are required for operation on voyages in services in which an operator of United States Flag vessels is recognized by War Shipping Administration as a regular berth operator, such operator will be designated by the War Shipping Administration as the Berth Sub-Agent of the Agent or General Agent.

The provisions of this § 306.46 are hereby made retroactive so as to become effective as to vessels time chartered by the Administration from the date of delivery of the vessels to the Administration and as to vessels owned or bareboat chartered by the Administration from the date of delivery of the vessels to the

general agent.

Service agreements entered into between the United States of America, acting by and through the Administrator, War Shipping Administration, with berth operators approved by the Administration, appointing such berth operators as berth sub-agents to conduct the business of vessels assigned to them from time to time by the United States, an agent or general agent, shall be as follows:

BSA (Approved 9-22-42)

Contract WSA...

AGREEMENT BETWEEN THE WAR SHIPPING AD-MINISTRATION AND BERTH SUE-AGENTS OF AGENTS OF GENERAL AGENTS

Whereas the United States of America (herein called the "United States") acting by and through the Administrator, War Ship-

ping Administration, has entered into carvice agreements (GAA and TCA) with certain companies designating such companies as Agent or General Agent to conduct the business of vessels assigned to such agents by the United States from time to time, and

Whereas when vessels assigned to an Agent or General Agent are required for operation on voyages in services in which an oper-ator of United States flag vertels is recog-nized by War Shipping Administration as a regular berth operator, such operator will be designated by War Shipping Administration as the Berth Sub-Agent of the Agent or General Agent, and

Whereas the United States has designated ration, having its principal place of butiness at ______, (herein called the "Berth Sub-Agent") as eligible for appointment by Agents and General Agents as a Borth Sub-

Now, therefore, the United States and the Berth Sub-Agent, in consideration of the re-ciprocal undertakings and promices of the parties herein expressed, agree that the following provisions shall govern the rights and obligations of the United States and the Berth Sub-Agent, while the Berth Sub-Agent is performing services as Berth Sub-Agent at the request of the United States, an Agent or General Agent:

ARTICLE 1. The United States appoints the Berth Sub-Agent as its sub-agent and not as an independent contractor, to conduct the business of vessels assigned to it by the United States or by an Agent or General

Agent, from time to time

Anr. 2. The Berth Sub-Agent accepts the appointment and undertakes and promises so to conduct the business for the United States, in accordance with such directions, orders, or regulations as the United States has prescribed, or from time to time may prescribe, and upon the terms and conditions herein provided, of such vessels as have been or may be by the United States or by an Agent or General Agent assigned to the Berth Sub-Agent for that purpose.

ART. 3A. Unless otherwise directed by the United States, the Berth Sub-Agent in all cases shall, to the best of its ability, for the

cases shall, to the best of its ability, for the account of the Agent or General Agent:

(a) Book the cargo and expedite its delivery alongside ship. Issue or cause to be issued to shippers customary freight contracts and bills of lading in the form pre-

scribed by the United States, and prepare manifests and other cargo documents; (b) Where appropriate, issue or cause to be issued to passengers customary passenger tickets. After a uniform pamenger ticket shall have been adopted by the United States, such passenger ticket shall be used in all cases as soon as practicable after receipt thereof by the Berth Sub-Agent. Pending the issuance of such uniform passenger ticket, the Berth Sub-Agent may continue to une the customary form of passenger ticket of the Agent or General Agent; (c) Collect all moneys due the United

States and deposit, remit, or disburce the same in accordance with such regulations as the United States may preceribe from time to time, and account to the Agent or General Agent for all moneys collected or disbursed

by it or its agents; (d) Appoint sub-agents at foreign and in-termediate ports of call for the receipt or

delivery of cargo;

(e) Pay agency fces, port charges, and cargo expenses in foreign ports; (f) Adjust cargo claims;

(g) Render accounts to and keep the Agent or General Agent fully informed as to the various activities being performed.

Arr. 3B. Where the Agent or General Agent does not provide his own facilities in the United States port of loading or discharge, and when not otherwise directed or approved

by the United States, the Berth Sub-Agent chall, to the best of its ability for the account of the Agent or General Agent:

(a) Receive and deliver the cargo; provide and pay for stevedoring and other cargo handling expenses, port charges, wharfage and declage, pilotage, commissions, and con-sular charges, except those pertaining to the master, officers and crew of time chartered

veccels, and all other expenses in connection with the handling of the cargo.

Ant. 3C. Where the Agent or General Agent provides his own facilities in the United States port of leading or discharge, and when not otherwise directed or approved by the United States, the Agent or General Agent shall perform the duties provided in Article 3B, and the Berth Sub-Agent shall be relieved of those responsibilities, but the Berth Sub-Agent shall have the right to employ a Head Receiving or Delivery Clerk to supervice the operation of receiving and de-livering cargo.

Arr. 3D. Where the Agent or General Agent and the Berth Sub-Agent both pro-

vide their own facilities in the United States port of loading or discharge, the duties pro-vided in Article 3B shall be performed as directed by the United States.

Ann. 3E. In all cases, the Agent or Gen-

eral Agent shall:

(a) Order and pay for fuel after consultation with the Berth Sub-Agent, and follow such instructions with regard thereto as chall be issued by the United States from time to time;

(b) Make all necessary arrangements for transit of canals, including payment of canal tolls.

Arr. 3F. The Berth Sub-Agent agrees, without prejudice to its rights under the provisions of Articles 8 and 16 hereof, to:

(a) Perform the duties required to be performed by it hereunder in an economical and cilicient manner, and exercise due diligence to protect and cafeguard the interests of the Agent or General Agent and the United States in all respects and to avoid loss and damage of every nature to the Agent or General Agent and to the United States;

(b) Exercice due diligence to see that all Bills of Loding are properly issued, all wharf receipts for freight are non-negotiable and, where required, a freight contract or permit

is issued for each chipment;

(c) Furnish and maintain during the peried of this Agreement, at its own expense, a bond with sufficient surety, in such amount as the United States shall determine, such bond to be approved by the United States as to both sufficiency of surety or sureties and form, and to be conditioned upon the due and faithful performance of all and singular the covenants and agreements of the Berth Sub-Agent contained in this Agreement, in-cluding, without limitation of the foregoing. the condition faithfully to account to the United States through the Agent or General Agent for all funds collected and disbursed and funds and property received by the Berth Sub-Agent or its agents. The Berth Sub-Agent may, in lieu of furnishing such bond, pledge direct or fully guaranteed obligations of the United States of America of the face value of the penalty of the bond under an agreement satisfactory in form to the United States:

(d) Without the consent of the United States, not cell, assign or transfer, either directly or indirectly or through any reorganization, merger or consolidation, this Agreement or any interest therein, nor make any agreement or arrangement whereby the service to be performed hereunder is to be per-formed by any other person, whether an agent or otherwice, except as provided in Article 6 hereof.

Arr. 4. (a) To the extent required by the United States, the Berth Sub-Agent and every related or affiliated company or holding

company of the Berth Sub-Agent, authorized as provided in Article 13 hereof, to render service or to furnish any stores, supplies, equipment, provisions, materials, or facilities which are for the account of the United States, the Agent or the General Agent under the terms of this Agreement, shall (1) keep its books, records and accounts relating to the management, operation, conduct of the business of and maintenance of the vessels covered by this Agreement in such form and under such regulations as may be prescribed by the United States; and (2) file, upon notice from the United States, balance sheets, profit and loss statements, and such other statements of operation, special reports, memoranda of any facts and transactions, which, in the opinion of the United States, affect the results in, the performance of, or transactions or operations under this Agreement.

(b) The United States is hereby authorized to examine and audit the books, records and accounts of all persons referred to above in this Article whenever it may deem it necessary or desirable.

(c) Upon the willful failure or willful refusal of any person described in this Article to comply with the provisions of this Article, the United States may rescind this Agreement.

Arr. 5. At least once a month the Agent or General Agent shall pay to the Berth Sub-Agent as full compensation for the Berth Sub-Agent's services hereunder, such fair and reasonable amount as the Administrator, War Shipping Administration, shall from time to time determine. Such compensation shall be deemed to cover, but without limitation, the Berth Sub-Agent's administrative and general expense (as presently itemized in General Order No. 22 of the United States Maritime Commission), advertising expense, taxes (other than taxes for which the Agent is reimbursed under Article 7 hereof), and any other expenses which are not directly and exclusively applicable to the operation of the vessels hereunder.

ART. 6. The Berth Sub-Agent shall exercise due diligence in the selection of agents. Such agents shall be subject to disapproval by the United States and any agency agreement shall be terminated by the Berth Sub-Agent whenever the United States shall so direct. Any compensation payable by the Berth Sub-Agent to its agents for services rendered in connection with the vessels assigned hereunder shall be subject to approval by the United States. Agency fees or equivalent allowances for branch offices in accordance with schedules approved by the United States will be reimbursable under Article 7 hereof.

ART. 7. The Agent or General Agent shall reimburse the Berth Sub-Agent at stated intervals determined by the United States for all expenditures of every kind made by it in performing, procuring or supplying the services, facilities, stores, supplies or equipment as required hereunder, excepting general and administrative expense (as presently itemized in General Order No. 22 of the United States Maritime Commission), advertising expense, taxes (other than sales and similar taxes or foreign taxes of any kind to the extent determined by the United States to be classifiable as voyage expenses for the account of the United States) and any other expenses which are not directly and exclusively applicable to the maintenance, management, operation or the conduct of the husiness of the vessels hereunder. The Berth Sub-Agent shall be reimbursed for sales and similar taxes or foreign taxes of any kind to the extent determined by the United States to be classifiable as voyage expenses for the account of the United States to the extent that the Berth Sub-Agent shall have used due diligence to secure immunity from such taxation. The United States, the Agent or the General Agent may disallow, in whole or in part, as it may deem appropriate, and deny reimbursement for, expenses which are found to have been made in willful contravention of any outstanding instructions or which were clearly improvident or excessive.

Any moneys advanced to bonded persons by the Berth Sub-Agent for ship disbursements which are lost by reason of a casualty to the Vessel on which the money so advanced is carried shall in the event of such loss be considered an expense of the Berth Sub-Agent, subject to reimbursement as is in this article 7 provided.

The United States, the Agent, or the General Agent may advance moneys to the Berth Sub-Agent to provide for disbursements hereunder in accordance with such regulations or conditions as the United States, the Agent or the General Agent may from time to time prescribe.

ART. 8. The United States shall without cost or expense to the Berth Sub-Agent procure or provide insurance against, or shall assume, all insurable risks of whatsoever nature or kind relating to the vessels assigned hereunder including, but without limitation, marine, war and P. & I. risks, and all other risks or liabilities for breach of statute and for damage caused to other vessels, persons or property, and shall defend, indemnify and save harmless the Berth Sub-Agent against and from any and all loss, liability, damage and expense (including costs of court and reasonable attorneys' fees) on account of such risks and liabilities, to the extent not covered or not fully covered by insurance. The Berth Sub-Agent shall furnish reports and information and comply fully with all in-structions that may be issued by the United States with regard to all salvage claims, damages, losses or other claims. Neither the United States nor the insurance underwriters shall have any right of subrogation against the Berth Sub-Agent with respect to such

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ART. 10. The negotiation and settlement of all salvage claims for services rendered by vessels shall be controlled by the Owner and the United States in accordance with the provisions of the applicable Time Charter. The Berth Sub-Agent shall furnish the United States, the Agent or the General Agent with full reports and information on all salvage services rendered.

ART. 11. (a) The United States shall have the right to terminate this Agreement at any time as to any and all vessels assigned to the Berth Sub-Agent and to assume control forthwith of the business of said vessels upon fifteen (15) days' written or telegraphic notice.

(b) Upon giving to the United States thirty (30) days' written or telegraphic notice, the Berth Sub-Agent shall have the right to terminate this Agreement, but termination by the Berth Sub-Agent shall not become effective as to any vessel until her arrival and discharge at a continental United States port.

(c) This Agreement may be terminated, modified, or amended at any time by mutual consent.

consent.

ART. 12. In case of termination of this Agreement, whether upon expiration of the stated period hereof or otherwise, all property of whatsoever kind then in the custody of the Berth Sub-Agent pursuant to this Agreement, shall be immediately turned over to the United States, the Agent or the General Agent at times and places to be fixed by the United States, and the United States, the Agent or General Agent may collect directly, or by such agent or agents as it may appoint, all freight moneys or other debts remaining unpaid: Provided, That the Berth Sub-Agent shall, if required by the United States, adjust, settle and liqidate the current business of the vessels. Notwithstanding the foregoing provisions, when the United States shall so direct, the Berth Sub-Agent shall complete the business of voyages commenced prior to the date as of which the Agreement shall be terminated, and, if directed by the United States and subject to any instructions issued by the United States with respect thereto, the Berth Sub-Agent shall continue to book cargo for the vessels for the next voyages after the termination of this Agreement. No such termination of this Agreement shall relieve either party of liability to the other in respect of matters arising prior to the date of such termination or of any obligation here-under to indemnify the other party in re-spect of any claim or demand thereafter as-serted, arising out of any matter done or omitted prior to the date of such termination.

ART, 13. Agreements or arrangements with any interested or related company to render any service or to furnish any stores, supplies, equipment, materials, or facilities shall be submitted to the United States for approval as to employment. Unless and until such agreements or arrangements have been approved by the United States, compensation paid to any interested or related company shall be subject to review and readjustment by the United States. In connection with such review and readjustment, the United States may deny reimbursement hereunder of any portion of such compensation which it deems to be in excess of fair and reason-ble compensation. The United States may also deny reimbursement, in whole or in part, of compensation under any arrangement or agreement with an interested or related company which it deems to be exorbitant, extortionate or fraudulent. The term "interested company" shall mean any person, firm, or corporation in which the Berth Sub-Agent, or any related company of the Berth Sub-Agent, or any officer or director of the Berth Sub-Agent, or any employee of the Berth Sub-Agent who is charged with executive or supervisory duties, or any member of the immediate family of any such officer, director or employee, or any officer or director of any related company of the Berth Sub-Agent, or any member of the immediate family of an officer or director of any related company of the Berth Sub-Agent, owns any substantial pecuniary interest directly or indirectly. The term "related company", used to indicate a relationship with the Berth Sub-Agent for the purposes of this Article only, shall include any person or concern that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Berth Sub-Agent. The term "control" (including the terms "controlled by" and "under common control with") as used herein means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Berth Sub-Agent (or related company), whether through ownership of voting securities, by contract, or otherwise.

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ART. 14. This Agreement, unless sooner terminated, shall extend until six months after the cessation of hostilities.

Agr. 15. The United States shall, when it may legally do so, have the advantage of any existing, or future, contracts of the Agent for the purchase or rental of materials, fuel, supplies, facilities, services, or equipment, if this may be done without unreasonably interfering with the requirements of other vessels owned or operated by the Berth Sub-Agent.

Agr. 16. (a) The United States shall indemnify, and hold harmless and defend the Berth Sub-Agent against any and all claims and demands (including costs and reasonable attorneys' fees in defending such claim or demand, whether or not the claim or demand be found to be valid) of whatsoever kind or nature and by whomsoever asserted for injury to persons or property arising out of or in any way connected with the operation or use of said vessels or the performance by the Berth Sub-Agent of any of its obligations hereunder, including but not limited to any and all claims and demands by passengers, troops, gun crews, crew members, shippers, third persons, or other vessels, and including but not limited to claims for damages for injury to or loss of property, cargo or personal effects, and claims for damages for personal injury or loss of life.

(b) The Berth Sub-Agent shall be under no responsibility or liability to the United States, the Agent or the General Agent for loss or damage to the vessels arising out of any error of judgment or any negligence on the part of any of the Berth Sub-Agent's officers, agents, employees, or otherwise. However, the Berth Sub-Agent may be held liable for loss or damage not covered by insurance or assumed by the United States as required under Article 8 of this Agreement, if such loss or damage is directly and primarily caused by willful misconduct of principal supervisory shoreside personnel or by gross negligence of the Berth Sub-Agent in the selection of such principal supervisory per-

sonnel.

(c) In the event that the Berth Sub-Agent shall perform any stevedoring, terminal, or similar service for the vessels hereunder at commercial rates, the Berth Sub-Agent chall have all the obligations and responsibilities of the person performing such service under the standard or other approved form of contract with the United States or, in the absence of such standard or approved form, under usual commercial practice.

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(e) The Agent or General Agent chall not be held responsible for acts of a Berth Sub-Agent expressly appointed by or at the direction of the United States.

Arr. 17. Wherever and whenever herein any right, power, or authority is granted or given to the United States, such right, power, or authority may be exercised in all cases by the War Shipping Administration or such agent or agents as it may appoint or by its nominee, and the act or acts of such agent or agents or nominee, when taken, shall constitute the act of the United States hereunder. In performing its cervices hereunder, the Berth Sub-Agent may rely upon the instructions and directions of the Administrator, the Agent or the General Agent, his officers and responsible employees, or upon the instructions and directions of any person or agency authorized by the Administrator. Wherever practicable, the Berth Sub-Agent shall request written confirmation of any oral instructions or directions so given.

ART. 18. (a) The Berth Sub-Agent warrants that it has not employed any person to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the United States the right to annul this Agreement or in its discretion to deduct from any amount payable hereunder the amount of such commission, percentage, brokerage or contingent fee.

(b) In any act performed under this Agreement, the Berth Sub-Agent and any subcontractor shall not discriminate against any citizen of the United States of America on the ground of race, creed, color or national origin.

Arr. 19. No person elected or appointed a member of or delegate to Congress or a Resident Commissioner, directly or indirectly, himself or by any other person in trust for him, or for his use or benefit, or on his account shall hold or enjoy this Agreement in whole or in part, except as provided in Section 206, Title 18, U. S. C. The Berth Sub-Agent shall not employ any member of Congress, either with or without compensation, as an attorney, agent, officer or director.

In witness whereof, the parties hereto have executed this Agreement in triplicate as of

By: E. S. I	STATES OF ALIERICA, LAID, Administrator, or Shipping Administration
By:	For the Administrator
By: Attest:	
Approved as	to form:
-	Company Coursel

General Counsel, War Shipping Administration.

§ 306.47 Appointment of berth subagents. An agent or general agent, after being so directed by War Shipping Ad-ministration, in appointing a berth subagent shall do so by letter or telegram to the appointee, stating that the appointment is made pursuant to the provisions of this order, and that the barth subagent shall perform his duties on behalf of the agent or general agent in accordance with the provisions of the form of agreement set forth in § 306.46 of this order which shall be incorporated in the notification of appointment by referring to this General Order, and the berth subagent shall by letter or telegram accept the appointment. The effective date of the agreement between the parties shall be the date upon which the notification of acceptance of the appointment is dispatched by the berth sub-agent, or as otherwise agreed by the parties with the approval of the Administrator.

(E.O. 9054, 7 F.R. 837)

[SEAL]

E. S. LAND, Administrator.

SEPTEMBER 22, 1942.

[F. R. Doc. 42-9492; Filed, September 24, 1942; 11:54 a. m.]

Notices

WAR DEPARTMENT.

FIXED TEXT AND SENDERS COMPOSITION OVERSEA CABLE AND RADIO MESSAGES

1. Fixed text (EFM) and sender's composition oversea cable and radio messages—(a) General. Arrangements have been made by the War Department for the handling of personal cablegrams and radiograms to and from members of the armed forces stationed outside the continental United States where commercial facilities are available and the military situation permits. A method of codified addresses has been designed which will permit the expeditious handling of these messages and, at the same time, provide for the security of information. It is imperative that the instructions outlined herein be followed in the address and signature. Two types of messages are available. Their definition and methods of addressing and ascertaining the correct rates are outlined in (b) and (c) below.

(b) Fixed text message. This type message will be identified by the symbol-EFM (Expeditionary Force Messages) and will consist of not more than three of the authorized numbered fixed texts in any one message (par. 4). With few exceptions the EFM message will cost 60¢ plus the regular Federal message tax. Paragraph 5 primarily for use in the fixed text (EFM) service, contains a complete list of the coded APO cable addresses and coded routing words for the countries of destination. The routing word is a necessary part of the address but the fact that a routing word is shown in column 3 does NOT mean EFM service is available to this point. EFM service is available only to those APO cable addresses for which a rate is indicated in column 4 of paragraph 5. Amendments thereto will be published from time to time as new APO's are added to the list. An EFM will NOT be accepted unless the coded cable address is shown in the second column and the EFM rate is shown in column 4 of paragraph 5. In certain cases where a temporary APO number has been assigned, this number will not appear on the routing chart but if the coded cable address supplied by the sender is shown (column 2, par. 5), the message should be accepted and transmitted in the regular manner.

(c) Sender's composition message. This type message is available to all of the coded destinations (routing words) indicated in paragraph 5.

Such messages are subject to the regular rates, dependent upon the service classification chosen by the sender and will be checked in the usual manner. The text will be composed by the sender but must comply with all of the commercial telegraph, cable, or radio carries' rules and regulations, including censorship requirements. Each army command abroad has been advised by this sender's composition service and has completed arrangements for its acceptance by the various foreign administrations involved.

2. Outgoing messages. (a) Fixed text (EFM) and sender's composition mes-

sages may be filed at any commercial telegraph, cable, or radio office in the continental limits of the United States, at which places there are on record a list of all authorized APO cable addresses to which messages may be sent. Each Army post office has been assigned a two-word address consisting of a sixletter word, the first two letters of which are "AM—" and an eight-letter word such as "WATCHDOG." The first word is the APO cable address and the second is the "routing word." Outgoing messages will be addressed showing grade, full name, and Army serial number of the addressee, the APO cable address, and the routing word. The signature will be the regular signature of the sender, and is limited to three words or two initials and one word, to include the last name in either case. The authorized APO cable addresses and routing words are available at all local telegraph, cable, or radio offices accepting these messages. An example of a proper address is:

Private John L. Wilson, 13286272 AMTRAG WATCHDOG

(b) Both fixed text and sender's composition messages must be addressed as above, the only distinction being that fixed text messages must carry the identifying symbol EFM, while for sender's composition messages there is no special symbol necessary other than the regular commercial indicator used to denote the class of commercial service chosen. Fixed text messages generally will be filed on specially printed EFM forms while sender's composition messages will be filed on the regular commercial telegraph, cable, or radio message blanks. Each message will reach the censorship station in the course of normal routine where the proper country will be substituted for the routing word by Army personnel. The message then will be censored and returned to the communications company for transmission.

(c) When the message is received by the foreign cable or radio terminus, it will be turned over to the Army postal agencies, as designated by the APO cable address, for delivery to the addressee. Formal delivery normally will be accomplished through Army postal channels, but local commanders may vary this procedure as they see fit, and to the extent that arrangements can be made with foreign communication carriers, provided suitable records are kept to prove delivery.

3. Incoming messages. To insure censorship it has been agreed that all messages from troops overseas, with certain exceptions approved by the War Department, will be accepted at local APO's or other Army postal agencies by designated clerks who will make cash collection, no charge accounts, giving suitable receipt therefor. Censorship will be accomplished in the same manner prescribed for censorship of ordinary mail and the messages then transmitted to the local communications company in accordance with such procedure as may be agreed upon locally. All messages received in this country will show "Sans Origine" and the six-letter cable address in the preamble. The country or city of origin

must NOT be shown. The normal signature of the individual will be used without grade, unit, or arm of service, and will be limited to three words or two initials and one word, to include the last name in either case.

4. Fixed texts for EFM messages—(a) Correspondence.

1. Letter received many thanks.

2. Letters received many thanks. 3. Telegram received many thanks.

4. Parcel received many thanks.

5. Parcels received many thanks.

6. Letters and parcels received many thanks.

7. Letter and telegram received many thanks.

8. Telegram and parcels received many thanks.

9. Letters sent.

10. Parcels sent.

11. Letters and parcels sent.

12. Many thanks for letter.

13. Many thanks for parcel.

14. Many thanks for telegram.

15. No news of you for some time.

16. Writing.

17. Urgent.

18. Please write or telegraph.

19. Please write.

20. Please telegraph. 21. Please reply worried.

22. to 25 blank.

(b) Greetings.

26. Greetings.

27. Loving greetings.

28. Fondest greetings.

29. Love.

30. Darling.

31. All my love. 32. All my love dearest.

33. All our love.

34. Fondest love.

35. Fondest love darling.

36. Best wishes.

37. Greetings from us all.

38. Loving greetings from all of us.

39. Best wishes from all of us.

40. Fondest wishes from all of us.

41. Best wishes and good health.

42. Kisses.

43. Love and kisses.

44. Fondest love and kisses.

45. Well.

46. All well at home.

47. Best wishes for Christmas.

48. Best wishes for Christmas and New Year.

49. Loving wishes for Christmas.

50. Loving wishes for Christmas and New Year.

51. Loving Christmas thoughts.

52. Happy Christmas.

53. Нарру Christmas and New Year.

54. Good luck.

55. Keep smiling.

56. My thoughts are with you.

57. Many happy returns.

58. Birthday greetings.

59. Loving birthday greetings.

60. Happy anniversary.

61. You are more than ever in my thoughts at this time.

62. Best wishes for a speedy return.

63. Good show keep it up.

64 to 67 blank.

(c) Health.

68. Family all well.

69. All well children evacuated.

			, ,	2011		, -						
70. All well children returned home. 71. All well and safe.				DFM	<u> </u>			Trans	rpoint			
72. Are you all right. 73. Are you all right worried about	APO No.	Cable address	Routing word	rata (ccuta)		wu	MRT	RCA	ccc	AAC	СРС	TE
you. 74. Please don't worry.	1	AMGEPI	Platform	(9)	NA	NY	NY	NY	NY NY			
75. Hope you are improving. 76. Please telegraph that you are	54 24	AMABDY AMGODA AMGOTU	Castiren Abrelute Abrelute	88888	SF SF	SP	Zoooozz Kadadaz	NY SEE SEY			SF SF SF	
well. 77. Are you ill.		AMABEL AMABEA AMABIN	Absolute Birthday Charming		SIP.	SP SP	98 98	SF SF	-NY		ŠĒ	
78. Have you been ill. 79. Illness is not serious.	37 41	AMOUDY	Ancerter Birthdoy		7.7.7 7.7.7.7	SF						
80. Illness is serious. 81. I have left hospital.	231 202 203	AMABNE AMGEYA AMEVOK	Charming Platform Charming	888	22.		99277g	器	XX XX XX			
82. In bad health. 83. Health improving.	500 501 502	AMABOR AMABOR	Birthday Birthday Bleekede		2.2. 2.2.	8P 8P 8P		48 48 48				
84. Health fully restored. 85. Son born.	505 506 507	AMFUCO AMFUMU AMFUNI	Platform. Platform. Platform.	(A)	12. 12.	27. 27.	ŽŽ ŽŽ	滋	XX			
86. Daughter born. 87 to 90 blank.	503 510	AMFUTY	Platform	888	<u> </u>		器	数	滋			
(d). Promotion.	511 512 513	AMICKO AMICKO	Platform Platform Platform	333	競	NY NY	器	XX	NY NY			
91. Congratulations on your promotion.	514 515 516	AMIDAT AMIDFO	Platform Platform Platform.	888		22. 22.	競	NX NX	7.7. 7.7.			
92. Very pleased to hear of your promotion.	517 518 519 601	AMIGHO	Platform Platform Platform	888888888888888888888888888888888888888	27. 27.	7.7.	ZHAHAHHHHH	SHALE SERVICE	NY N			
93. Delighted hear about your promotion.	601 602 603 604	AMIHOP AMEMPO	Solitude Children	388		AKR NX		数				
94 to 97 blank. (e) Money.	695	AMACDI AMGUKO	Dryclean Inexmuch Solitude	co	AKR	ÄŸ AKR		ŊΥ	*******			
98. Please send mepounds.	611 610 611	AMELDE AMHORO AMHUFU	Shamreek Behavier Costiran	69	器	NY NY	100 m	NY NY	NY NY			
99. Please send medollars.	612 613	AMHUNA AMHEHA AMHYEL	Castiren Castiren Castiren	පුසුසුස	發	22. 22.	22. 22.	NY NY	器			
100. Have sent youpounds.	614 616 617	AMHYFA AMGUOR AMGUVU	Costiren Consider Creation	60	nness inninnandanannannannandendennannannan	NY NY NY	HEHEREE	ZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZ	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX			
101. Have sent you dollars.	618 625 633	AMHOLA AMGYAN AMFUVA	Baritona Shamraak Platform	60	Miami	nnggggennennnggennannnnnnnnnnnnggmagnennnnnggmannnnnnnnnn		NY NY	-XX			Miami
Note: The actual amount in words to be inserted and transmitted immediately fol-	634 635 636	AMFUVA AMFYAS AMFYMA AMFYSO	Platform Platform Charming	8888888888	HHANHANHANHAHH	XX XX XX	HARMEN AND THE	HERMANNANANANANANANANANANANANANANANANANANA	YYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYY			
lowing the text number. 102. Can you send me any money.	637 633 639	AMGARU AMGARU AMGILU	Platform Platform Platform	328	NX NX	NY.	NX NX	11X 11X	NY NY			
103. Glad if you could send some money.	640 641	AMGIBO AMGIMI AMGOBY	Platform Charming Charming	3883	滋	<u> </u>	2.2. 2.2.	談	NY NY			
104. Have received money. 105. Have you received money.	C42 C43 C44	AMHEOP	Educater Platform		滋	WX.	滋	談				
106. Have you sent money.	645 646 647	AMIEF AMIKAM AMIKUK	Phifern Phifern Phifern	388	滋	NY NY	滋	NY NY	NY NY			
107. Thanks for money received. 108. Have not received money.	648 649 650	AMILIC	Platform Platform Platform	පපපපපපපප	NA NA	NY NY	25. 25.	滋	毲			
109. Unable to send money. 110. Sorry cannot send money.	(31 (32 (33	AMILOF AMIMBU AMIMIL	Platform Platform Platform	69 69 69	読	NY NY NY	統	NY NY NY	YYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYY			
111 to 114 blank. (f) Congratulations.	674	AMINUF AMINAR AMINET	Platferm Platferm Platferm	888		22. 22.	ZŽ ZŽ	NX NX	NX NX			
115. Congratulations on anniversary best wishes.	85	AMINIV AMIPAL AMIPEN	Platform Charming Charming	පිසිසිසිසිසි පිසිසිසිසිසිසිසි	談		滋	数	光光光			
116. Congratulations lasting happiness to you both.	609 701 702	AMFOIT AMFORU AMIBEC	Question Provious		\$031 8031	8031 8031		******				
117. Glad and proud to hear of your decoration everybody thrilled.	702 703 811 812	AMARCIC I	Birthday Clathica Columbia	පසස	瓷	NX.	ZZZZZZZZ	NAKAKA NAKAKA NAKAKA		NY NY		
118. Loving greetings and congratu- lations.	813 814 815	AMACPO AMACUR AMADEG AMADNY	Charming Consider Creation		並	NY NY	滋	NY NY	NY NY NY NY			
119. Good luck keep it up. 120. I wish we were together on this	816 817 818	AMADOL AMDOSU AMDOTI	Cylinder Demolich Keyreard	<u></u>	NY NY	7.7. 7.7.	NY NY		NY	NY NY		
special occasion all my best wishes for a speedy reunion.	819 820 821	AMDOSU AMDOTI AMHAKA AMDUJO AMDUJO AMDUJO AMDUJO	Bacheler Heldback Heldback	SSSSSS	NY NY NY	NY NY NY	NY NY			KKKKKKKKKKKKKKKKKKKKKKKKKKKKKKKKKKKKKKK		
121 to 134 blank. (g) Miscellaneous.	822 824 825		Cerameal Democrat Postmark		毲	NY NY NY	XX XX.	NY	NY	l		NO
135. Very happy to hear from you dearest am fit and well.	227 227 227 227	AMDYLU AMDYMI AMEBAR AMEBIV	Festmerk Pestmerk Pestmerk	388(談	NY NY	NY NY NY	XX XX XX		がなる		NO NO NO NO NO NO
136. Hearing your voice on the wire- less gave me a wonderful	282	AMECEO AMEDRU AMEFLA.	Pestmerk Pestmerk Pestmerk	3881	説	NÝ NÝ NÝ	NY NY	NY NY		NY NY NY		NO NO
thrill. 5. Information on routing word, rate,	sessessadadadadadadadadada	AMETRO AMEGUN AMEHIF	Postmork Postmork	<u>හිට පියිසි සිට සිට සිට සිට සිට</u>	HAMAN TENAKKAKAKAKAKAKAKAKAKAKAKAKAKAKAKAKAKAKA	KHERITHERICH KANKERING KAN	HANNANNANNANNANNANNANNANNANNANNANNANNANN	KANANANANANANANANANANANANANANANANANANAN		XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		NO NO NO NO NO
etc., for messages. EFM service is available only to those points where an	3333	AMEJUS AMEKNA AMHEYU	Portmark	3888	難	NY NY	NY NY	NY NY		NY NY NY		NO NO NO
amount is shown in the EFM rate column.		AMIPGO	Pesimerk Pesimerk Sidewalk		滋	NY NY	йÝ	郊		NY NY		00 00 00

1014		PEDERAH REGISTER,	Friday, September 25, 1942						
	orc rr		WU—Western Union Telegraph Company. MU—Western Union Telegraph Company. MCD—Commercial Pablo Company. GOG—Commercial Pablo Company. GOG—Commercial Pablo Company. AAC—All American Cablos and Radio, Inc. The—Tropical Radio Telegraph Company. AAC—All American Cablos and Radio, Inc. The—Tropical Radio Telegraph Company. Ing and revoking code membership and cease and desist order. A complaint dated January 16, 1942, pursuant to the provisions of sections 4 II (j) and 5 (b) of the Bituminous Coal Act of 1937 (the "Act"), having been duly filed on January 16, 1942, by the Bituminous Coal Producers Board for District No. 6, a District Board (the Edituminous Coal Producers Board for Complainant"), with the Bituminous Coal Division (the "Division"), alleging that the Cove Hill Coal Company, a Code Member (the "Code Member"), which operafes the Three Springs Mine Index No. 2, Mine Index No. 2, both located in Hancock County in West Virginia, District No. 6, wilfully violated the provisions of the Act, the Bituminous Coal Code (the "Code"), the Schedule of Effective Minimum Prices for District No. 6 for Truck Shipments as amended						
	AAG		WU—Western Union Telegraph Company, MAR—Maskey Radio and Telegraph Company, MAR—Maskey Radio and Telegraph Company, OYG—Commercial Cablo Company, A.C.—All American Cablo Company, A.C.—All American Cablo Company, TR—Tropical Radio Telegraph Company, TR—Tropical Radio Telegraph Company, and Case and desist order. A complaint dated January 16, pursuant to the provisions of section of 1937 (the "Act"), having duly filed on January 16, 1942, by Bituminous Coal Producers Board District No. 6, a District Board "Complainant"), with the Bitumi Coal District No. 6, a District Board Coal Division (the "Coal Company, a Member (the "Code Member"), woperafes the Three Springs Mine No. 2, Mine Index No. 24, boil cated in Hancock County in West ginia, District No. 6, wilfully violated provisions of the Act, the Bitumi Coal Code (the "Code"), the Schedu Effective Minimum Prices for Dis No. 6 for Trick Shipments as amen						
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	MRT	88888888888888	WU—Western Union Telegraph MARV—Maskey Radio and Telegraph MARV—RAA Communication and Telegraph MARV—RAA Commercial Cable Company and Communication and Company and TRA—Tropical Radio Telegraph Ing and revoking code cease and desist order. A complaint dated provision and 5 (b) of the Act of 1937 (the "Act of 1937 (the "Complaint No. 6, a District No. 7, and Member (the "Code Indeed Indeed Indeed No. 2, Mine Indeed						
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	Cable address	AMOYLA AMOYRO AMDARO AMDARO AMDARO AMDARO AMDARO AMDENO AMBENO AM	NY—San Francisco. NY—New Orlouns. NY—New York City. A KR—Akron, Ohio. Bent—Sexial, Wash. Minni—Minni—Fila. Postal—Postal Tolegraph.Cable Company. (R.S. 161; 5 U.S.C. 22) [Cirs. 170, 249, and 289, W.D., 1942] [SEAL] ESEAL] ESEAL] Brigadier General, Acting The Adjutant General, Acting The Adjutant General. [F. R. Doc. 42–9465; Fuled, September 23, 1942; 3:12 p. m.] DEPARTMENT OF THE INTERIOR. Bituminous Coal Division. [Docket No. B—190] COVE HILL COAL COLEANY CEASE AND DESIST ORDER, FTC. Order granting application filed pursuant to \$ 301.132 of the rules of practice and procedure for disposition hereof without formal hearing, cancelling hear-						
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(the "Schedule"), and rules, regulations and orders promulgated by the Division pursuant to the Act, as more fully set forth in the complaint; and

The complaint and notice of and order for hearing herein, dated April 18, 1942, having been duly served on the Code Member on April 23, 1942; and

A joint application, dated June 9, 1942, of the Code Member and Wheeling Valley Coal Corporation for disposition without formal hearing of this proceeding, Docket No. B-190, and the proceeding in Docket No. B-189 pursuant to § 301.132 of the Rules of Practice and Procedure before the Division having been duly filed with the Division on June 10, 1942, and which was denied by the Acting Director on June 16, 1942, pursuant to said § 301.132; and

The hearing herein having been postponed by order dated June 25, 1942 to a date and place to be thereafter designated by appropriate order; and

A new joint application of the Code Member and of the said Wheeling Valley Coal Corporation dated July 2, 1942, for disposition of this proceeding and of the proceeding in Docket No. B-189 without formal hearing, pursuant to said § 301.132, having been duly filed with the Division on July 3, 1942; and

Notice of the filing of said joint application having been published in the FEDERAL REGISTER on July 10, 1942, pursuant to said § 301.132 and a conformed copy thereof having been duly mailed to the Complainant herein; and

Said notice of filing having provided that interested parties desiring to do so might within 15 days from the date of said notice file recommendations or requests for informal conferences with respect to said joint application and it appearing that no such recommendations or requests were filed with the Division within said 15 day period; and

within said 15 day period; and
An amendment dated August 3, 1942
to said joint application dated July 2,
1942, having been duly filed with the
Division on August 3, 1942; and

In said joint application as amended, the Code Member admits that it wilfully violated the Act, the Code, and rules and regulations thereunder as alleged in the complaint herein and consents to the entry of an order of revocation and a cease and desist order as hereinafter provided and consents to the imposition, under section 5 (b) of the Act, of a tax in the amount of five thousand seven hundred and fifty dollars and twentythree cents (\$5,750.23) which it agrees to pay to the United States, the payment of which amount is a condition precedent to the restoration of its code membership; and

Also, in said joint application as amended, and Code Member represents that it has not to the best of its knowledge committed any violations of the Act, the Code or rules, regulations and orders thereunder other than those violations admitted in the said joint application as amended and as more particularly described in said notice of and order for hearing; and

The instant proceeding and the proceeding in the matter of Wheeling Val-

ley Coal Corporation, Docket B-189, are interrelated with the proceeding in the matter of Constanzo Coal Mining Corporation, Registered Distributor, Registration No. 1897, Docket 1540-FD; that the three proceedings should be viewed as a whole; and

In the findings of the Acting Director dated March 26, 1942 in Docket 1540-FD, it was found that Costanzo Coal Mining Corporation owned one-half of the capital stock of the Cove Hill Coal Company: that Frank Costanzo was the President of both the Cove Hill Coal Company and the Costanzo Coal Mining Corporation; that the entire output of the Cove Hill Coal Company was marketed through the Costanzo Coal Mining Corporation; that Costanzo Coal Mining Corporation also owned the majority of the capital stock of the Wheeling Valley Coal Corporation; and that the Costanzo Coal Mining Corporation, and the Wheeling Valley Coal Corporation had officers in common; that those officers constituted the respective Boards of Directors of said two companies; and that the entire output of the Wheeling Valley Coal Corporation was also marketed through the Costanzo Coal Mining Corporation. The transactions involved in Docket 1540-FD are substantially the same as those involved in the instant proceedings and in the Wheeling Valley Coal Corporation proceeding, Docket B-189. On the basis of the violations found in Docket 1540-FD, the registration of the Costanzo Coal Mining Corporation was suspended for a period of nine (9) months by order issued in that proceeding on March 26, 1942.

Now, therefore, pursuant to the authority vested in the Division by section 4 II (i) of the Act authorizing it to adjust complaints of violations and to compose differences of the parties thereto and upon the said joint application, as

amended, filed pursuant to said § 301.132 of the Rules of Practice and Procedure, for disposition without formal hearing of the charges contained in the complaint herein which was filed with the Division on January 16, 1942, and upon evidence in the possession of the Division,

It is hereby found that: (a) Cove Hill Coal Company is a corporation organized and existing by virtue of the Laws of the State of West Virginia with the principal place of business at Hollidays Cove, West Virginia, and is engaged primarily in the business of mining and producing bituminous coal in District No. 6.

(b) Cove Hill Coal Company filed with the Division its Code Acceptance dated June 9, 1938. Said Code Acceptance was made retroactively effective as of April 16, 1938, since which time Cove Hill Coal Company has been and now is a Code Member in District No. 6. During the period when the violations hereinafter found occurred Cove Hill Coal Company was engaged in mining coal at the Three Springs No. 1 Mine, Mine Index No. 21, and the Three Springs No. 2 Mine, Mine Index No. 24, both located in Hancock County, West Virginia, District No. 6.

County, West Virginia, District No. 6.
(c) Cove Hill Coal Company wilfully violated sections 4 II (e) and (g) of the Act and Part II (e) and (g) of the Code, as alleged in paragraph II of the complaint herein, by selling and delivering through its sales agent, the Costanzo Coal Mining Corporation, during the months of December 1940 and January, February and March 1941, to the Crescent Brick Company, New Cumberland, West Virginia, coal produced at either said Three Springs No. 1 Mine or Three Springs No. 2 Mine, or both of them, f. o. b. the plant of the Crescent Brick Company at prices below the effective minumum prices therefor set forth in the Schedule, as follows:

	Sizo	T onn≘zə	Eales price per ton 1. c. b. plant	Effective minimum f. c. b. mins price, per ton
December 1941 January 1941 February	4" lump	4.9.60 214.30 C12.70	1.75 & 2.15 1.75 & 2.15 1.75 & 2.15 2.15 2.15 2.15 2.15	\$2.65 2.33 2.35 2.65 2.65 2.65
Moreh	2" x 6" cc3. 5" lump. 13" lump. 2" x 5" lump. 5" lump.	1,233,65	1.75&215 1.75&215 1.75&215 1.75&215 2.15	225 265 220 225 265

and to which effective minimum f. o. b. mine price, Cove Hill Coal Company failed to add amounts at least equal as nearly as practicable to the actual transportation charges, hauling charges or incidental charges of whatsoever kind or character from the transportation facilities at the respective mines to the plant of the Crescent Brick Company, as required by Price Instruction No. 6 of said Schedule, as amended.

(d) Pursuant to the said provisions of Section 5 (b) of the Act, the membership

of Cove Hill Coal Company in the Code should be revoked with respect to the violations described in paragraph (c) hereof.

(e) The amount of tax imposed by section 5 (b) of the Act with respect to the coal described in paragraph (c) hereof and required to be paid as a condition precedent to restoration of membership of Cove Hill Coal Company in the Code is five thousand seven hundred and fiftynine dollars and five cents (\$5,759.05), which amount is 39% of fourteen thou-

sand seven hundred and sixty-six dollars and eighty-two cents (\$14,766.82), the aggregate of the effective minimum prices for such coal f. o. b. mine.

It is further found that: (f) Cove Hill Coal Company wilfully violated sections 4 II (e) and (g) of the Act and Part II (e) and (g) of the Code, as alleged in paragraph I of the complaint herein, by selling and delivering through its sales agent, the Costanzo Coal Mining Corporation, during the period from October 1. 1940 to March 31, 1941, both dates inclusive, to the Weirton Steel Company, Weirton, West Virginia, a total tonnage of 141,074.75 net tons of 5%" lump coal, 2" lump coal, 4" nut and slack coal, 5" nut and slack coal and run of mine coal produced at the said Three Springs No. 1 Mine and the said Three Springs No. 2 Mine, respectively, f. o. b. the plant of the Weirton Steel Company, at prices which were less than the effective minimum f. o. b. mine prices therefor set forth in the Schedule, and to which effective minimum f. o. b. mine prices Cove Hill Coal Company failed to add an amount at least equal, as nearly as practicable, to the actual transportation charges, handling charges or incidental charges, of whatsoever kind or character from the transportation facilities at the respective mines to the plant of the Weirton Steel Company, as required by Price Instruction No. 6 of the Schedule, as amended.

(g) Cove Hill Coal Company wilfully violated section 4 II (e) and (g) of the Act, as alleged in paragraph II of the Complaint herein, by selling and delivering through its sales agent, the Costanzo Coal Mining Corporation to the Crescent Brick Company, New Cumberland, West Virginia, during the period October 1, 1940, to March 31, 1941, both dates inclusive, in addition to the tonnage found in paragraph (c) hereof, a total of 4514.59 net tons of various sizes of egg and lump coal produced either at the said Three Springs No. 1 Mine or the Three Springs No. 2 Mine, or both of them, f. o. b. the plant of Crescent Brick Company, at prices which were less than the effective minimum f. o. b. mine prices therefor set forth in the Schedule and to which effective minimum f. o. b. mine prices Cove Hill Coal Company failed to add an amount at least equal, as nearly as practicable, to the actual transportation charges, handling charges, or incidental charges of whatsoever kind or character from the transportation facilities at the mine to the said plant, as required by Price Instruction No. 6 of the Schedule, as amended.

(h) Cove Hill Coal Company wilfully violated the Order of the Division entered in General Docket No. 19, on October 9, 1940, by selling through its sales agent, the Costanzo Coal Mining Corporation, during the period October 14, 1940, to January 31, 1941, both dates inclusive, substantial quantities of coal produced at either the said Three Springs No. 1 Mine or the said Three Springs No. 2 Mine, or both of them, to the Toronto Paper Company for delivery at its Toronto, Ohio plant. Said coal was transported by truck to the Ohio River,

dumped into barges and transported to Toronto, Ohio, reloaded in trucks and transported a distance of six-tenths of a mile to the bins of said purchaser, which method of transportation constituted combination truck and river shipments of coal, whereas minimum prices, temporary or final, for such movement of such coal had not been established by the Division.

(i) Cove Hill Coal Company wilfully violated the Order of the Division entered in General Docket No. 19 on October 9, 1940, by selling through its sales agent, the Costanzo Coal Mining Corporation, during the period December 1940 through January 1941, 2,150.11 net tons of 2" x 5" coal produced at either the said Three Springs No. 1 Mine or the said Three Springs No. 2 Mine, or both of them, for delivery to various purchasers. Such coal was transported by truck from the mines to the Ohio River, dumped into the barges, transported to Port Homer, Ohio, reloaded into trucks and delivered to said various purchasers, which method of transportation constituted combination truck and river shipments whereas minimum prices, temporary or final, for such movement of such coal had not been established by the Division.

(j) Upon the basis of the violations described in paragraphs (f) to (i) hereof, inclusive, Cove Hill Coal Company should be directed to cease and desist from all violations of the Act, the Code, and rules, regulations and orders thereunder.

It is hereby further found that the contracts between Cove Hill Coal Company and Weirton Steel Company and Crescent Brick Company, respectively, pursuant to which coal referred to in paragraphs I and II of the complaint herein and paragraphs (c) and (g) of these findings was sold and delivered, were not lawful bona fide written contracts entered into prior to June 16, 1933, under the provisions of section 4 II (e) of the Act.

Now, therefore, on the basis of the above findings and said admissions and the consent filed by Cove Hill Coal Company pursuant to § 301.132 of the Rules of Practice and Procedure:

It is ordered, That the said joint applications as amended be, and the same hereby is, granted in so far as it refers Docket B-190 in respect to violations comitted by the Cove Hill Coal Company; and

It is further ordered, That pursuant to section 5 (b) of the Act the membership of Cove Hill Coal Company in the Code be, and the same hereby is, revoked and cancelled;

It is further ordered, That such revocation and cancellation of Code Membership of Cove Hill Coal Company shall become effective ten (10) days from the date hereof; and

It is further ordered, That the hearing herein heretofore postponed by order dated June 25, 1942, to a date and place to be thereafter designated by appropriate order be, and the same hereby is, cancelled; and

It is further ordered, That prior to restoration of Cove Hill Coal Company to membership in the Code, there shall be paid to the United States a tax in the amount of five thousand seven hundred and fifty-nine dollars and five cents (\$5,759.05) as provided in section 5 (c) of the Act; Provided, however, That Cove Hill Coal Company shall be conditionally restored to membership in the Code, upon the payment of 50% of five thousand seven hundred and fifty-nine dollars and five cents (\$5,759.05), conditioned upon the payment of the remainder thereof in eight equal monthly instalments in the manner more particularly described in paragraph VII of said joint application, as amended, which sets forth the agreement made between Cove Hill Coal Company and the Collector of Internal Revenue for such instalment payments; and

It is further ordered, That Cove Hill Coal Company, its representatives, servants, agents, officers, employees, attorneys, receivers and successors or assigns and all persons acting or claiming to act on its behalf or in its interest cease and desist and they hereby are permanently enjoined and restrained from violating the Bituminous Coal Act, the Bituminous Coal Code and rules and regulations issued thereunder, including, but not in limitation hereof, the making of further sales pursuant to said contracts between the Cove Hill Coal Company and Weirton Steel Company and Crescent Brick Company respectively at less than the effective minimum prices established for such coals, and that the provisions hereof shall continue in full force and effect in respect to Cove Hill Coal Company, its representatives, servants, agents, officers, employees, attorneys, receivers and successors or assigns and all persons acting or claiming to act on its behalf or in its interest upon any conditional or unconditional restoration of Cove Hill Coal Company to membership in the Code under section 5 (c) of the Act.

It is further ordered. That upon any failure to comply with the restraining provisions of this order the Division may apply to any Circuit Court of Appeals of the United States having jurisdiction for the enforcement hereof, or may take other appropriate action.

Dated: September 22, 1942.

[SEAL] DAN H. WHEELER,
Director.

[F. R. Doc. 42-9454; Filed, September 23, 1942; 12:07 p. m.]

Bureau of Reclamation.

American River Investigations, California

FIRST FORM RECLAMATION WITHDRAWAL

AUGUST 18, 1942.

The Secretary of the Interior: In connection with the authority vested in you by the Act of June 28, 1934 (48 Stat. 1269), as amended, it is recommended that the following described lands be withdrawn from public entry under the

first form withdrawal as provided in Section 3 of the Act of June 17, 1902 (32 Stat. 388).

AMERICAN RIVER INVESTIGATIONS, CALIFORNIA

Mount Diablo Meridian

Township 10 North, Range 8 East: Section 20—NW¼NE¼; Township 12 North, Range 8 East: ownsmp 12 North, Range 8 East: Section 12—Lots 2, 3, 4, S½SW¼; Section 14—NE¼NE¼, E½SW¼, SE¼; Section 26—W½E½, NW¼NW¼; Section 34—SE¼; Township 10 North, Range 9 East: NYSWY, NEYSEY; Section 10—NWYNEY, SWYNWY; Section 12—Lot 7: Section 14—WYSEY, NEYSEY;

Township 11 North, Range 9 East:

Section 2—SE¼NE¼;
Section 10—NW¼NW¼, S½;
Section 12—E½SW¼, SW¼SE¼, SW¼
NW¼SE¼, NW¼NE¼SE¼;
Section 14—S½S½;

Section 20-NE14SW14, N1/2SE14, SE14 SE%;

Section 24—SW4SE4;

Section 28—SW4NW4, W4SW4, SE4 Section 30—Lots 1, 2, 3, 4, SW14NE14,

SE'4NW'4, E'2SW'4, SE'4; Section 32—NE'4NE'4, W'2NE'4, W'2, S½SE½;

Township 12 North, Range 9 East:

Section 4—N½; Section 6—Lots 12, 14, 20, 23; Section 34-SE1/SW1/4, NW1/4SE1/4;

Township 13 North, Range 9 East:

Section 1-Lots 15, 16, SE14;

Section 1—Lots 15, 16, SE14;
Section 2—Lots 1, 2, 7, 8, 10, 13, 18, SW14;
Section 11—Lots 1, 2, SW14, NW14SW14;
Section 22—NW14, NY5W14, SW14SW14;
Section 23—W12W15E14;
Section 24—Lots 1, 2, N14, E14SW14, SE14;
Section 25—Lot 1, W12NW14, NW14SW14;
Section 26—Lot 1, N12NE14, N12E14NE14, N12E14NE14, SE14SW14SE14NE14, SE14NE14, SE14NE14,

SEKSEKNEK, EKSWKSEKNEK, SKNEK SEK, NEKNEKSEK, EKNWKNEKSEK; Section 28—NKNEK, SWKNEK, NWK, W1/2SW1/4;

725W 74.
Section 30—NW 48E 44, S 1/28E 14;
Section 32—Lot 4;
Section 33—Lots 9, 10;
Section 34—Lots 1, 2, 4, 7, 9, 10, 11, 12, 13,

16, 17, 18, 19, 20; Township 14 North, Range 9 East:

Section 25—SE¼; Township 11 North, Range 10 East:

Section 8-W½SW¼; Section 18-SW¼SW¼NE¼, NW¼NE¼ Section 18—SW45W4124, NW4, NW46W4; Section 22—SW4, NW46E4; Section 25—SW4; Section 26—SW4;

Township 13 North, Range 10 East:

Section 1—Lots 8, 9, 10, 14, S½NW¼; Section 11—Lot 1, N½SE¼NE¼, SW¼ NE¼, SE¼;

Section 14-All;

Section 15-Lots 4, 5, S%NE%, N%SE%, SE¼SE¼;

Section 19-Lots 10, 11, 12, 17, 18, 19, 20, 21, 24;

Section 20-Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, NE¼;

Section 21—Lots 5, 6; Section 22—All;

Township 14 North, Range 10 East:

Section 19—Lots 11, 16; Section 30—Lots 1, 3, 4, E½ Lot 7, 5W½

Lot 7, Lots 8, 10, NE 1/4 Lot 11, 81/2 Lot 11, Lots 14, 15, 17, N1/2 Lot 18;

Respectfully.

H. W. BASHORE, Acting Commissioner.

I concur: September 9, 1942.

FRED W. JOHNSON, Commissioner of the General Land Office.

The foregoing recommendation is hereby approved, as recommended, and the Commissioner of the General Land Office will cause the records of his office and the local land office to be noted accordingly.

ABE FORTAS, Under Secretary.

SEPTEMBER 14, 1942.

[F. R. Doc. 42-9470; Filed, September 24, 1942; 10:10 a. m.]

[No. 59]

Shoshone Irrigation Project, Willwood DIVISION

REPAYMENT OF CONSTRUCTION COST

AUGUST 31, 1942.

1. Pursuant to the authority of the act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, herein styled the Reclamation Law, the public lands in the Willwood division of the Shoshone irrigation project, Wyoming, were opened to entry, under the homestead laws and subject to all the provisions, limitations, charges, terms, and conditions of said Reclamation Law, by public orders as follows:

Order of May 11, 1927_____ Order of June 25, 1928 (No. 40)
Order of May 10, 1929 (No. 41)
Order of April 22, 1931 (No. 43)
Order of June 18, 1935 (No. 46)
Order of June 22, 1938 (No. 48)

2. Each of said public orders contains the following provisions:

Repayment of construction cost. The Act of May 25, 1926 (44 Stat. 648), authorizes the Secretary to fix a period of not more than 40 years for the repayment of construction costs but provides also that before the 40-year plan may be made effective, a contract must be executed with a water users association or irrigation district whereby such water users association or irrigation district shall be required to pay the entire charges against all productive lands within the division without regard to default in the payment of charges regard to detail in the payment of charges against any individual tract of land. Since the Willwood Division, except for a few tracts, embraces only public land it would not be possible to make such a contract until the lands are open and entered. Under the circumstances, the division will be operated on a water-rental basis until sufficient settlers. a water-rental basis until sufficient settlers have been secured, in the judgment of the Secretary of the Interior, to permit the for-mation of an irrigation district, at which time a so-called joint liability contract will be required, and the construction charges announced herein will be payable over a period

of forty years. Should the water users fail or refuse to proceed in the manner outlined above, it will become necessary to issue public notice in accordance with the provisions of the Extension Act of August 13, 1914 (38 Stat., 688), under which the construction

charges must be repaid within 20 years.
All land to be included in irrigation district. Each water-rental application for land covered by this order shall be made on Form 7-283 and the following clause shall be inserted at the bottom of said form:

"I agree to the inclusion of my land in an irrigation district which shall comprise all of the irrigable lands of the Willwood Division, and I agree also to petition for and to partici-pate in the organization of an irrigation district at the earliest practicable date, * * *."

- 3. The records of the Bureau of Reclamation show that a total of 11.743.64 acres of land irrigable under the works of the Willwood Division are covered by said public orders; and the records of the Bureau of Reclamation and the General Land Office show that of said 11,743.64 acres comprising the irrigable area of said division, 10,943.69 acres were entered under the homestead laws and subject to the Reclamation Law, pursuant to the terms and conditions of said public orders, and each thereof.
- 4. Based upon said records of the Bureau of Reclamation and of the General Land Office and in accordance with the provisions of each of said public orders relating to the repayment of construction cost, as above set out, I hereby find and determine that sufficient settlers have been secured to permit the formation and organization of all of the lands embraced within the Willwood division of the Shoshone irrigation project as an irrigation district under the laws of Wyoming, such district at the earliest date practicable after its organization to enter into a joint liability contract with the United States, providing generally for the repayment of the construction cost of the Willwood division of the Shoshone irrigation project, under the provisions of section 9 (d) of the Reclamation Project Act of 1939, as permitted under section 7 (b) of that act, or under the provisions of section 46 of the Act of May 25, 1926 (44 Stat. 638, 649), as contemplated when the said public orders, and each of them, opening the lands to entry were issued, as mutually agreed upon between such district and the United States.
- 5. Pursuant to the authority of said Reclamation Law and in accordance with the provision of the public orders above described, and each thereof, relating to the repayment of construction cost, I order and direct that if the organization of the lands of said Willwood division as an irrigation district under the laws of Wyoming has not been initiated, and thereafter prosecuted with due diligence within ninety days from the date of this notice, then public notice shall issue in accordance with the provisions of the Reclamation Extension Act of August 13,

1914 (38 Stat. 686), under which construction charges shall be repaid by each water user under said Willwood division in accordance with section 1 of said act of August 13, 1914.

ABE FORTAS, Under Secretary.

[F. R. Doc. 42-9469; Filed, September 24, 1942; 10:10 a. m.]

General Land Office.

[Public Land Order 40]

CALIFORNIA

WITHDRAWING PUBLIC LANDS FOR USE OF THE WAR DEPARTMENT FOR AVIATION PURPOSES

By virtue of the authority vested in the President and pursuant to Executive-Order No. 9146 of April 24, 1942, it is . ordered as follows:

Subject to valid existing rights, the public lands in the following-described areas are hereby withdrawn from all forms of appropriation under the publicland laws, including the mining laws, and reserved for the use of the War Department for aviation purposes:

SAN BERNARDING MERIDIAN

T. 6 S., R. 21 E., Tract 60; Tract 61, S1/2; Tract 62, S1/2; Tracts 63, 64, 65, 66 and 67; Tract 81. T. 6 S., R. 22 E., Sec. 19, S¹/₂; Sec. 20, 51/2 Sec. 21, SW1/4; Sec. 28, W½; Secs. 29, 30, 31, and 32; Sec. 33, W½.

The areas described, including both pubic and non-public lands, aggregate 5.637.80 acres.

This order shall be subject to the temporary withdrawal in aid of legislation made by Executive Order No. 9101 of March 16, 1942, withdrawing certain lands in sec. 31, T. 6 S., R. 22 E.

This order shall take precedence over but shall not rescind or revoke the temporary withdrawal for classification and other purposes made by Executive Order No. 6910 of November 26, 1934, as amended, so far as such order affects any of the above-described lands.

It is intended that the lands described herein shall be returned to the administration of the Department of the Interior, when they are no longer needed for the purpose for which they are reserved.

> HAROLD L. ICKES, Secretary of the Interior.

SEPTEMBER 11, 1942.

[F. R. Doc. 42-9468; Filed, September 24, 1942; 10:08 a. m.]

DEPARTMENT OF AGRICULTURE.

Agricultural Adjustment Agency.

INER-600-A-11

SPECIAL 1942 AGRICULTURAL CONSERVATION PROGRAMS

NORTHEAST REGION

Pursuant to the authority vested in the Secretary of Agriculture under sections 7 to 17, inclusive, of the Soil Conservation and Domestic Allotment Act (49 Stat. 1148), as amended, NER-600-A, the Special 1942 Agricultural Conservation Programs for the Northeast Region,1 section I, subsection A, 6, section II, subsection G, and section VII, paragraph 4 are amended to read as follows:

Section I. Allotments, yields, payments, and deductions.

A. Potatoes. * *

6. Payment 1.8 cents.

Section II, subsection G. Deduction for failure to maintain practices under previous programs. Where the county committee, in accordance with instructions of the State committee, determines that (1) any terrace constructed, forest trees planted or pasture established under any previous agricultural conservation program are not maintained in accordance with good farming practices (2) any seeding of perennial legumes or grasses is destroyed after producers in the county have been generally informed that the destruction of such legumes or grasses is contrary to good farming practice, or (3) the effectiveness of any soilbuilding practice carried out under any previous program is destroyed during the 1942 program year contrary to good farming practice, there shall be deducted an amount equal to the payment that would be made under the 1942 program for a similar amount of such practice from the net payment due the person (after increase in small payments and deductions for association expense) on the same or any other farm in the county who was responsible for the failure to maintain such practices. In the event the amount of such deduction exceeds the amount of payment for the producer subject to deduction, the amount of such difference shall be paid by the producer to the Secretary.

Section VII, paragraph 4.

The deduction for materials or services shall be made from payment due the person who obtained the materials or services on the same or any other farm in the county. In the event the amount of the deduction for materials or services exceeds the amount of the payment for the producer subject to deduction, the amount of such difference will be de-

ducted insofar as possible from payments computed for other persons on the farm with respect to which such materials or services were furnished. Any deficit shall be paid by the producer to the Secretary.

Done at Washington, D. C. this 24th day of September 1942. Witness my hand and the seal of the Department of Agriculture.

[SEAL] GROVER B. HILL, Acting Secretary of Agriculture.

[F. R. Doc. 42-9488; Filed, September 24, 1942; 11:42 a. m.]

Farm Security Administration.

PERRY COUNTY, OHIO

DESIGNATION OF LOCALITIES FOR LOANS

Designation of localities in county in which loans, pursuant to Title J of the Bankhead-Jones Farm Tenant Act, may be made.

In accordance with the rules and regulations promulgated by the Secretary of Agriculture on July 1, 1941, as extended by Supplement 2 of Secretary's Memorandum No. 867 issued as of July 1, 1942, loans made in the county mentioned herein, under Title I of the Bankhead-Jones Farm Tenant Act, may be made within the localities herein described and designated. The value of the average farm unit of thirty acres and more in each of these localities has been determined in accordance with the provisions of the said rules and regulations. description of the localities and the determination of value for each follow:

REGION III-OHIO

Perry County: Locality I--Consisting of

Clayton township; \$3,029. Locality II—Consisting of Hopewell township: \$4.680.

Locality III-Consisting of Jackson township; \$2,792.

Locality IV-Consisting of Madison township; \$4,116.
Locality V—Consisting of Reading town-ship; \$4,702.

Locality VI-Consisting of Thorn township; 86.885.

Locality VII—Consisting of Bearfield, Coal, Harrison, Monday Creek, Monroe, Pleasant, Pike, and Salt Lick townships; \$2,206.

The purchase price limit previously established for the county above-mentioned is hereby cancelled.

Approved: September 18, 1942.

[SEAL] J. O. WALKER. Acting Administrator, Farm Security Administration.

[F. R. Doc. 42-9467; Filed, September 23, 1942; 4:10 p. m.]

¹⁷ F.R. 2854.

DEPARTMENT OF LABOR.

Wage and Hour Division.

LEARNER EMPLOYMENT CERTIFICATES

ISSUANCE TO VARIOUS INDUSTRIES

Notice of issuance of special certificates for the employment of learners under the Fair Labor Standards Act of

Notice is hereby given that special certificates authorizing the employment of learners at hourly wages lower than the-minimum wage rate applicable under section 6 of the Act are issued under section 14 thereof, Part 522 of the regulations issued thereunder (August 16, 1940, 5 F.R. 2862, and as amended June 25, 1942, 7 F.R. 4723), and the determination and order or regulation listed below and published in the Federal Register as here stated.

Apparel Learner Regulations, September 7, 1940 (5 F.R. 3591).

Single Pants, Shirts and Allied Garments, Women's Apparel, Sportswear, Rainwear, Robes, and Leather and Sheep-Lined Garments Divisions of the Apparel Industry, Learner Regulations, July 20, 1942 (7 F.R.

Artificial Flowers and Feathers Learner Regulations, October 24, 1940 (5 F.R. 4203).
Glove Findings and Determination of

February 20, 1940, as amended by Administrative Order of September 20, 1940 (5 F.R.

Hosiery Learner Regulations, September 4, 1940 (5 F.R. 3530).

Independent Telephone Learner Regulations, September 27, 1940 (5 F.R. 3829).

Knitted Wear Learner Regulations, October

10, 1940 (5 F.R. 3982). Millinery Learner Regulations, Custom Made and Popular Priced, August 29, 1940 (5 F.R. 3392, 3393).

Textile Learner Regulations, May 16, 1941 (6 F.R. 2446). \

Woolen Learner Regulations, October 30, 1940 (5 F.R. 4302).

Notice of Amended Order for the Employment of Learners in the Cigar Manufacturing Industry, July 20, 1941 (6 F.R. 3753).

The employment of learners under these certificates is limited to the terms and conditions as to the occupations. learning periods, minimum wage rates, et cetera, specified in the determination and order or regulation for the industry designated above and indicated opposite the employer's name. These certificates become effective September 24, 1942. The certificates may be cancelled in the manner provided in the regulations and as indicated in the certificates. Any person aggrieved by the issuance of any of these certificates may seek a review or reconsideration thereof.

NAME AND ADDRESS OF FIRM, INDUSTRY, PROD-UCT, NUMBER OF LEARNERS AND EXPIRATION DATE

Apparel Industry

Carmi Feature Underwear, Inc., Main St., Grayville, Illinois; Men's & boys' broadcloth shorts; 5 learners (T); September 24, 1943.

The Manhattan Shirt Co., 60 Hill St., Greenwich, New York; Men's cotton underwear; 5 percent (T); September 24,

Pittsburgh Garter Co., 131 Water St., Pittsburgh, Pennsylvania; Belts, suspenders, garters and notions; 5 learners (T); September 24, 1943.

Single Pants, Shirts and Allied Garments, Women's Apparel, Sportswear, Rain-wear, Robes, and Leather and Sheep-Lined Garments Divisions of the Apparel Industry

Asher Pant Co., 10 Main St., Fitchburg, Massachusetts; Men's pants; 10 percent (T); September 24, 1943.

The H. A. Austin Co., Inc., 15 Union St., Worcester, Massachusetts; Sanitary belts, chafe panties, breast forms and bandos, head dressings; 10 percent (T); September 24, 1943.

Central Wash Suit Co., Inc., 116 No. Broad St., Peekskill, New York; Washable service apparel, sportswear and other odd outerwear; 15 learners (T); September 24, 1943.

Coronet Mfg. Co., 1000 Broadway, Kansas City, Missouri; Men's bathrobes, sport shirts; 24 learners (E); May 21, 1943. (This certificate became effective September 21, 1942).

D & I Shirt Co., Inc., 89 Wallace St., New Haven, Connecticut; Men's shirts; 10 percent (T); September 24, 1943.

Improved Mfg. Co., 703 Union St., Ashland, Ohio; Men's & boys' leather and cloth jackets, and wool coats; 10 percent (T); September 24, 1943.

Monroe County Waist Co., Inc., 131 Crystal St., E. Stroudsburg, Pennsylva-nia; Ladies' blouses; 10 percent (T); September 24, 1943.

George W. Prior Co., 1735 Lawrence St., Denver, Colorado; Men's shirts, ladies' and juvenile shirts, ladies' jeans; 10 learners (T); September 24, 1943.

Styltrend Dress Mfg. Co. Inc., 34 Hopkins Place, Baltimore, Maryland; Ladles' wash dresses; 3 learners (T); September 24, 1943.

Tate Mfg. Co., Inc., 518 Craghead St., Danville, Virginia; Coveralls & shop coats, pants, shirts, jackets, caps, aprons and miscellaneous items; 5 learners (T); September 24, 1943.-

W. G. Sewing Co., Elizabeth, New Jersey; Children's cotton dresses and smocks; 10 percent (T); September 24, 1943.

Glove Industry

Smart Set Glove Co., Inc., 29 Chuctanunda St., Amsterdam, New York: Knit fabric gloves; 5 learners (T); September 24. 1943.

Hosiery Industry

Graysville Hosiery Mill, 125 East-Main St., Dayton, Tennessee; Seamless hosiery; 5 percent (T); September 24, 1943.

Morris Hosiery Mills, Denton, North Carolina; Seamless hosiery: 5 learners (T); September 24, 1943.

Runnymede Mills, Inc., 103 First St., Tarboro, North Carolina; Seamless hosiery; 5 percent (T); September 24, 1943.

Walridge Knitting Mills, Arkansas St., Helena, Arkansas; Seamless hosiery; 5 learners (T); September 24, 1943.

Wilkes Hosiery Mills Co., North Wilkesboro, North Carolina; Seamless hosiery; 5 percent (T); September 24, 1943.

Knitted Wear Industry

Atlas Underwear Co., North 10th & D Sts., Richmond, Indiana; Knitted underwear; 5 percent (T); September 24, 1943.

The William Carter Co., Barnesville, Georgia; Knitted underwear; 5 percent (T); September 24, 1943.

Textile Industry

The H. A. Austin Co., Inc., 15 Union St., Worcester, Massachusetts; Sanitary belts, chafe belts, breast forms and bandos, head dressings (Navy); learners (T); September 24, 1943.

Castile Silk Co., Main St., Castile, New York; Rayon broad goods; 3 learners (T); September 24, 1943.

Economy Products Corp., 512 South Peoria St., Chicago, Illinois; Chenille bedspreads; 5 learners (T); September 24, 1943.

Manetta Mills-Monroe Plant, Mill St., Monroe, North Carolina; Cotton bedspreads and cotton blankets; 3 percent (T); September 24, 1943.

Signed at New York, N. Y., this 22nd day of September, 1942.

> MERLE D. VINCENT. Authorized Representative of the Administrator.

[F. R. Doc. 42-9456; Filed, September 23, 1942; 1:45 p. m.]

[Administrative Order No. 158]

SEALILESS HOSIERY INDUSTRY

RECONVENING INDUSTRY COMMITTEE NO. 21

1. By virtue of and pursuant to the authority vested in me by the Fair Labor Standards Act of 1938, I, William B. Grogan, Acting Administrator of the Wage and Hour Division, U.S. Department of Labor, do hereby reconvene for the seamless hosiery industry (as such industry is defined in paragraph 2) Industry Committee No. 21, composed of the following representatives:

For the Public: G. Allan Dash, Jr., Chairman, Philadelphia, Pennsylvania; Frank de Vyver, Durham, North Carolina; Burton R. Morley, University, Ala-

For the Employees: Alfred Hoffman. Philadelphia, Pennsylvania; Bert Branham, Chattanooga, Tennessee; Joseph Gradel, Milwaukee, Wisconsin.

For the Employers: J. Lee Bausher, Reading, Pennsylvania; J. C. Greer, Le-noir City, Tennessee; W. W. Neal, Sr., Marion, North Carolina.

Such representatives having been appointed with due regard to the geographical regions in which such industry is carried on.

2. For the purpose of this order the term "seamless hosiery industry" means:

The manufacturing or processing of seamless hoolery, including among other processes the initting, dyeing, clocking and all phases of finishing ceamless hoslery, but not includ-ing the manufacturing or processing of yarn or thread.

3. The definition of the seamless hosiery industry covers all occupations in the industry which are necessary to the production of the articles specified in the definition, including clerical, maintenance, shipping and selling occupations: Provided, however, That this definition does not include employees of an independent wholesaler or employees of a manufacturer who are engaged exclusively in

marketing and distributing products of the industry which have been purchased for resale: And provided further, That where an employee covered by this definition is employed during the same workweek at two or more different minimum rates of pay, he shall be paid the highest of such rates for such workweek unless records concerning his employment are kept by his employer in accordance with applicable regulations of the Wage and Hour Division.

4. Industry Committee No. 21, in accordance with the provisions of the Fair Labor Standards Act of 1938 and rules and regulations promulgated thereunder, shall meet in the offices of the Wage and Hour Division, U.S. Department of Labor, room 1610, at 165 West 46th Street, New York City, at 10:00 A. M. on October 29, 1942, and shall proceed to investigate conditions in the industry and recommend to the Administrator minimum wage rates for all employees thereof who within the meaning of said Act are "engaged in commerce or in the production of goods for commerce," excepting employees exempted by virtue of the provisions of section 13 (a) and employees coming under the provisions of Section 14.

Signed at New York, New York, this 23d day of September 1942.

WILLIAM B. GROGAN, Acting Administrator.

[F. R. Doc. 42-9482; Filed, September 24, 1942; 11:34 a. m.]

[Administrative Order No. 159]

PRINTING AND PUBLISHING AND ALLIED GRAPHIC ARTS INDUSTRY

ACCEPTANCE OF RESIGNATION FROM AND AP-POINTMENT TO INDUSTRY COMMITTEE NO.

By virtue of and pursuant to the authority vested in me by the Fair Labor Standards Act of 1938, I, William B. Grogan, Acting Administrator of the Wage and Hour Division, U. S. Department of Labor,

Do hereby accept the resignation of Mr. Harold E. Fey from Industry Committee No. 49 for the Printing and Publishing and Allied Graphic Arts Industry and do appoint in his stead as representative of the public on such committee Mrs. Royal C. Taft, of Saunderstown, Rhode Island.

Signed at New York, New York this 23d day of September 1942.

WILLIAM B. GROGAN, Acting Administrator.

[F. R. Doc. 42-9483; Filed, September 24, 1942; 11:34 a. m.]

[Administrative Order No. 160]

SEAMLESS HOSIERY INDUSTRY

ACCEPTANCE OF RESIGNATION FROM AND APPOINTMENT TO INDUSTRY COMMITTEE NO. 21

By virtue of and pursuant to the authority vested in me by the Fair Labor Standards Act of 1938, I, William B. Gro-

gan, Acting Administrator of the Wage and Hour Division, U. S. Department of Labor.

Do hereby accept the resignation of Mr. Ambrose McCormick from Industry Committee No. 21 for the Seamless Hosiery Industry, and do appoint in his stead as representative for the employees, Mr. Joseph Gradel of Milwaukee, Wisconsin

Signed at New York, New York this 23d day of September 1942.

WILLIAM B. GROGAN,
Acting Administrator.

[F. R. Doc. 42-9484; Filed, September 24, 1942; 11:34 a. m.]

FEDERAL POWER COMMISSION.

[Docket Nos. G-407; G-406]

GODFREY L. CABOT, INC. AND CABOT GAS
CORPORATION

ORDER FIXING DATE OF HEARING

SEPTEMBER 22, 1942.

It appearing to the Commission that:
(a) On August 12, 1942, Godfrey L. Cabot, Inc. filed an application under section 7 (b) of the Natural Gas Act seeking authority to abandon the service of selling natural gas to Cabot Gas Corporation and to sundry customers in Allegany County in the State of New York; that on the same date, the Cabot-Gas Corporation filed an application seeking authority under section 7 (b) of the Natural Gas Act to abandon the service of selling and transporting natural gas in the State of New York.

(b) On September 12, 1942, the Public Service Commission of the State of New York issued a notice of hearing in

case No. 10948 as follows:

Proceeding on motion of the Commission as to service of Cabot Gas Corpora-* This Commission having determined that an investigation should be instituted as to the service provided by Cabot Gas Corporation, which investigation shall include an investigation of the Company's available supply of natural gas; whether such supply can be augmented by additional purchases from Godfrey L. Cabot, Inc., or other persons or corporations; as to the present and prospective demands of its consumers; as to its outstanding contracts providing for the sale and delivery of natural gas; as to its plans for the abandonment of service; and as to such other matters that shall appear necessary or desirable, therefore

Take notice that a public hearing will be held in the above matter before Commissioner Burritt in the County Court House in the City of Rochester on September 25, 1942 at 10:00 A. M., Eastern War Time.

The Commission finds that: The questions to be inqured into under the notice issued by the Public Service Commission of the State of New York are substantially the same as the issues raised by the applications filed by Godfrey L. Cabot, Inc. and Cabot Gas Corporation, Dockets

Nos. G-407 and G-406; that it will be in the public interest to hold hearings upon the pertinent questions raised by such applications at the same time and place specified by the New York Commission in its notice of September 12, 1942, and that a representative of the Federal Power Commission sit jointly with the Commissioner designated by the New York Commission.

The Commission orders, That:

(a) A public hearing be held in the County Court House of the City of Rochester, New York, on September 25, 1942, at 10:00 a. m., Eastern War Time, upon the applications of Godfrey L. Cabot Inc. and Cabot Gas Corporation, Dockets Nos. G-407 and G-406, to determine all necessary and pertinent facts relating (o the abandonment of service and the transportation of natural gas under section 7 (b) of the Natural Gas Act.

(b) The representative designated by the Commission to preside at such hearing is authorized (1) to conduct hearings in conjunction with the hearing of the New York Public Service Commission and work out with Commissioner Burritt the best method of procedure, and (2) to hold such other and further hearings, if such be necessary, to complete the record for the purposes of final determination upon the said applications hero pending.

By the Commission.

[SEAL]

Leon M. Fuquay, Secretary.

[F. R. Doc. 42-9471; Filed, September 24, 1942; 10:09 a. m.]

OFFICE OF ALIEN PROPERTY CUSTODIAN.

[Vesting Order 128]

COPYRIGHTS COVERING "MEIN KAMPF"

Under the authority of the Trading with the enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding that the property hereinafter described is property payable or held with respect to copyrights, or rights related thereto, in which interests are held by, and such property constitutes interests held therein by, nationals of a foreign country (Germany) and having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive Order or Act or otherwise. and deeming it necessary in the national interest, hereby vests such property in the Alien Property Custodian, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States; such property being described as follows:

(a) All right, title and interest of every kind or nature whatsoever of the owners thereof in, to and under the copyrights described in Exhibit A attached hereto and made a part hereof, including but not limited to all accrued royalties, all rights to receive royalties, all damages and profits recoverable at law or

¹⁷ F.R. 5205.

in equity from any or all persons, firms, corporations or governments for past infringement thereof, and all rights of renewal subject to

be exercised by or through such owners.
(b) All right, title and interest of every kind or nature whatsoever of the authors of the publications described in Exhibit A attached hereto and made a part hereof in, to and under the copyrights described in said Exhibit A, including but not limited to all accrued royalties, all rights to receive royalties, all damages and profits recoverable at law or in equity from any or all persons, firms, corporations or governments for past infringement thereof and all rights of renewal subject to be exercised by such authors or by their widows, children, executors or next of kin.

(c) All right, title and interest of every kind or nature whatsoever of the original authors of the publications described in Exhibit B attached hereto and made a part hereof in, to and under the two copyrights and one copyright claim described in said Exhibit B, including but not limited to all accrued royalties, all rights to receive royalties, and all damages and profits recoverable at law or in equity from any or all persons, firms, corporations or governments for past infringement thereof.

(d) All right, title and interest of every kind or nature whatsoever of Franz Eher Nachf., G. m. b. H., otherwise known as Franz Eher Nachfolger, whose last known address was represented to the undersigned as being Munchen, Germany, in, to and under the two copyrights and the one copyright claim described in Exhibit B attached hereto and made a part hereof, including but not limited to all accrued royalties, all rights to receive royalties, and all damages and profits recoverable at law or in equity from any or all persons, firms, corporations or govern-ments for past infringement thereof.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive Order.

Executed at Washington, D. C., on August 28, 1942.

LEO T. CROWLEY, Alien Property Custodian.

EXHIBIT A

Copyright No. A. Foreign 28722, on a certain publication entitled "Mein Kampf", the author thereof being Adolf Hitler, the copyright owner thereof being Franz Eher

Nachf., G. m. b. H. otherwice known as Franz Eher Nachfolger, of Thierschatracca Munchen, Germany, and the effective date

thereof being July 17, 1925.
Copyright No. A. Foreign 34976, on a certain publication entitled "Mein Kampf", the author thereof being Adolf Hitler, the copyright owner thereof being Franz Eher Nachf., G. m. b. H., otherwise known as Franz Eher Nachfolger, of Thierschetrass 15, Munchen, Germany, and the effective date thereof being January 1, 1927.

Copyright No. A. Foreign 25381, on a certain publication entitled "Hitler-Worte, Auxpruche Aus 'Mein Kampf' and Aus den Reden des Fuhrers", the author thereof being Adolf Hitler, the compiler thereof being Bendikt Welser, the copyright owner thereof being Ferdinand Hirt, of Konigsplatz 1, Breslau, Germany, and the effective date thereof being April 17, 1934.

EXHIBIT B

Copyright No. A. 6625, on a certain publica-tion entitled "Mein Kampf", the original author thereof being Adolf Hitler, the copyright owner thereof being Houghton Millin Company, Boston, Massachusetts, and the effective date thereof being October 11, 1933.

Copyright No. A. 127254, on a certain publication entitled "Mein Kampf", complete and unabridged fully annotated (unexpurgated), the original author thereof being Adolf Hit-ler, the copyright owner thereof being Houghton Millin Company, Boston, Macca-chusetts, and the effective date thereof being March 4, 1939.

Copyright Claim No. AA 294801, on a certain publication entitled "Mein Kampf", the original author thereof being Adolf Hitler, the copyright claimant being Noram Publish-ing Company, Greenwich, Connecticut, and the effective date thereof being April 8, 1939.

[F. R. Doc. 42-9477; Filed, September 24, 1942; 11: 01 a.m.]

OFFICE OF PRICE ADMINISTRATION.

[Order 13 Under Revised Price Schedule 57-Wool Floor Covering3]

HIGHTSTOWN RUG COMPANY—NEW FABRICS

APPROVAL OF PRICES

On July 28, 1942 Hightstown Rug Company of Hightstown, New Jersey, hereinafter called applicant, filed an applica-tion pursuant to § 1352.4 of Revised Price Schedule No. 57 for approval of maximum prices of certain fabrics containing jute and cotton in the back and 50% wool and 50% rayon in the face. Applicant designated these proposed fabrics as "Monterey," "Pacific" and "Pebblette".

Due consideration has been given to the application and the specifications of the fabrics described therein and an opinion has been issued simultaneously herewith and has been filed with the Division of the Federal Register. For the reasons set forth in the opinion and under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, It is hereby ordered:

(a) Hightstown Rug Company may sell, offer to sell, deliver, or transfer the fabrics containing cotton and jute in the back and 50% wool and 50% rayon in the face at prices no higher than those set forth below:

Monterey at \$2.72 per equare yard f. o. b. mill roll.

Monterey at \$33.05 per 9 x 12. Pacific at \$2.29 per square yard f. o. b. mill roll.

Pacific at \$27.45 per 9×12 . Pebblette at \$2.36 per square yard f. o. b.

Pebblette at \$23.32 per 9 x 12.

subject to discounts, allowances, and rebates no less favorable than those in effect as to "Mercer", "Plymouth" and "Pebblesque" fabrics respectively, under § 1352.1 of Revised Price Schedule No. 57.

The differential between the maximum f. o. b. mill prices and the cut order and key size (other than 9 x 12) maximum prices of "Monterey", "Pacific", and "Pebblette" shall be no less favorable than the differential established under § 1352.1 of Revised Price Schedule No. 57 between the maximum f. o. b. mill prices and the cut order and key size (other than 9-x 12) extra size, and zone maximum prices of "Mercer", "Plymouth", and "Pebblesque" fabrics respectively.

(b) This Order No. 13 may be revoked or amended by the Administrator at any time.

(c) Unless the context otherwise requires the definitions set forth in § 1352.11 of Revised Price Schedule No. 57 shall apply to terms used herein.

(d) This order shall become effective on the 24th day of September 1942.

Issued this 23d day of September 1942. LEON HENDERSON. Administrator.

[P. R. Doc. 42-9463; Filed, September 23, 1942; 1:57 p. m.]

[Order 14 Under Revised Price Schedule 57-Wool Floor Coverings

PHILADELPHIA CARPET COMPANY

APPROVAL OF MAXIMUM PRICE

On June 18, 1942, the Philadelphia Carpet Company, Philadelphia, Pennsylvania, filed an application pursuant to § 1352.4 of Revised Price Schedule No. 57, for permission to manufacture a new fabric and for approval of a maximum price thereof. This new fabric is designated in the application as Phoenix.

Due consideration has been given to the application and an opinion, issued simultaneously herewith, has been filed with the Division of the Federal Register. For the reasons set forth in the opinion, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, and in accordance with Procedural Regulation No. 1, It is hereby ordered:

(a) Philadelphia Carpet Company may sell, offer to sell or deliver the new fabric designated as Phoenix, at a price no higher than \$3.06 per square yard, f. o. b. mill, subject to discounts, allowances, rebates and terms no less favorable than those in effect with respect to the maximum price for Duratone, as established by Revised Price Schedule No. 57.

(b) This Order No. 14 may be revoked or amended by the Price Administrator at any time.

(c) Unless the context otherwise requires, the definitions set forth in § 1352.11 of Revised Price Schedule No. 57 shall apply to terms used herein.

(d) This Order No. 14 shall become effective on the 24th day of September 1942.

Issued this 23d day of September 1942. LEON HENDERSON,

Administrator.

[F. R. Doc. 42-9462; Filed, September 23, 1942; 1:58 p. m.]

[Order 15 Under Revised Price Schedule 57-Wool Floor Coverings]

A. & M. KARAGHEUSIAN COMPANY-NEW FABRIC

APPROVAL OF MAXIMUM PRICE

On June 18, 1942, the A. & M. Karagheusian Company, New York, New York, filed an application pursuant to § 1352.4 of Revised Price Schedule No. 57, for permission to manufacture a new fabric and for approval of a maximum price thereof. This new fabric is designated in the application as "Ventura".

Due consideration has been given to the application and an opinion, issued simultaneously herewith, has been filed with the Division of the Federal Register. For the reasons set forth in the opinion, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, It is hereby ordered:

- (a) A. & M. Karagheusian Company may sell, offer to sell or deliver the new fabric designated as "Ventura" which is manufactured from the supply of staple cotton on hand June 19, 1942, at a price no higher than \$2.32 per running yard of three quarter carpet, f. o. b. mill, subject to discounts, allowances, rebates and terms no less favorable than those in effect with respect to the maximum price for "Brixton", as established by Revised Price Schedule No. 57.
- (b) This Order No. 15 may be revoked or amended by the Price Administrator at any time.
- (c) Unless the context otherwise requires, the definitions set forth in § 1352.11 of Revised Price Schedule No. 57 shall apply to terms used herein.

(d) This Order No. 15 shall become effective on the 24th day of September 1942

Issued this 23d day of September 1942. LEON HENDERSON.

Administrator.

[F. R. Doc. 42-9460; Filed, September 23, 1942; 1:58 p. m.]

[Order 16 Under Revised Price Schedule 57-Wool Floor Coverings

A. & M. KARAGHEUSIAN, INC.

APPROVAL OF MAXIMUM PRICE

On July 10, 1942, A. & M. Karagheusian, Inc., New York City, filed an application, pursuant to § 1352.4 of Revised Price Schedule No. 57 for permission to manufacture a new fabric designated as Beaucaire and for approval of a maximum price thereof.

Due consideration has been given to the application and an opinion, issued simultaneously herewith, has been filed with the Division of the Federal Register. For the reasons set forth in the opinion and under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, It is hereby ordered:

(a) A. & M. Karagheusian, Inc. may sell, offer to sell, or deliver the new fabric designated as Beaucaire at a price no higher than \$3.96 per square yard, f. o. b. mill, and \$49.35 for the 9' x 12' size, subject to discounts, allowances, rebates and terms no less favorable than those in effect with respect to the maximum price for Renaissance, as established by Revised Price Schedule No. 57. The differentials between the maximum square yard f. o. b. mill price and the cut order, extra size, and zone maximum prices for Beaucaire shall be no less favorable than the differentials as established by Revised Price Schedule No. 57, between the maximum square yard, f. o. b. mill price and the cut order, extra size, and zone maximum prices for Renaissance.

(b) This Order No. 16 may be revoked or amended by the Price Administrator

at any time.

(c) Unless the context otherwise requires, the definitions set forth in § 1352.11 of Revised Price Schedule No. 57 shall apply to terms used herein.

(d) This Order No. 16 shall become effective on the 24th day of September,

Issued this 23d day of September 1942. LEON HENDERSON. Administrator.

[F. R. Doc. 42-9459; Filed, September 23, 1942; 1:59 p. m.]

[Order 17 Under Revised Price Schedule 57-Wool Floor Coverings]

C. H. MASLAND & SONS

APPROVAL OF MAXIMUM PRICE

On June 18, 1942, C. H. Masland & Sons, Carlisle, Pennsylvania filed an application pursuant to § 1352.4 of Revised Price Schedule No. 57, for permission to manufacture two new fabrics and for approval of maximum prices thereof. These new fabrics are designated in the application as "MWC-4" and "MWC-6".

Due consideration has been given to the application and an opinion, issued simultaneously herewith, has been filed with the Division of the Federal Register. For the reasons set forth in the opinion. under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, It is hereby ordered:

(a) C. H. Masland & Sons may sell, offer to sell or deliver the new fabrics designated as "MWC-4" and "MWC-6" at prices no higher than \$2.81 and \$2.31, respectively, per running yard of threequarter carpet, f. o. b. mill, subject to discounts, allowances, rebates and terms no less favorable than those in effect with respect to the maximum prices for "Peggy Shippen" and "Woodbine" as established by Revised Price Schedule No. 57.

(b) This Order No. 17 may be revoked or amended by the Price Administrator, [F.R. Doc. 42-9458; Filed, September 23, 1942; at any time.

(c) Unless the context otherwise requires, the definitions set forth in § 1352.11 of Revised Price Schedule No. 57 shall apply to terms used herein.

(d) This order No. 17 shall become effective on the 24th day of September,

1942.

Issued this 23d day of September 1942.

LEON HENDERSON, Administrator.

[F. R. Doc. 42-9461; Filed, September 23, 1942; 1:56 p. m.]

[Order 17 Under Maximum Price Regulation 122-Solid Fuels Delivered From Facilities Other Than Producing Facilities-Dealers-Dockets 3122-33 and 3122-35]

THE C. REISS COAL CO.

ORDER GRANTING ADJUSTABLE PRICING PER-MISSION

For the reasons set forth in an opinion issued simultaneously herewith and pursuant to the authority vested in the Administrator by the Emergency Price Control Act of 1942 and Procedural Regulation No. 1, It is ordered:

(a) On and after July 1, 1942, the C. Reiss Coal Company, Reiss Building, Sheboygan, Wisconsin may sell and deliver (1) Special Youghlogheny (Warden) by product 2" nut and slack coal to Wisconsin Michigan Power Company, Appleton, Wisconsin, and such consumer may buy and receive such solid fuel;

(2) Gas 4" mine run to Wisconsin Public Service Corporation, Milwaukee, Wisconsin, and such consumer may buy and receive such solid fuel; and

(3) Island Creek Mine No. 22 2" x 1/4" nut coal, not rescreened at the dock, to any one or more of the following consumers: Kimberley-Clark Corporation, Neenah, Wisconsin; Consolidated Water, Power and Paper Company, Wisconsin Rapids, Wisconsin; Thilmany Pulp and Paper Company, Kaukauna, Wisconsin; and Combined Locks Paper Company, Combined Locks, Wisconsin and such consumer and any one or more of them may buy and receive such solid fuel

at prices no higher than the applicable maximum prices subject to agreements with such purchasers of such solid fuels to adjust prices upon deliveries made during the pendency of its petitions in accordance with the respective dispositions thereof.

(b) This Order No. 17 may be revoked or amended by the Administrator at any time and, in the event, is to be effective only to the date of the final disposition of the respective petitions;

(c) Unless the context otherwise requires, the definitions set forth in § 1340.258 of Maximum Price Regulation No. 122 shall apply to terms used herein;

(d) This Order No. 17 shall become effective September 24, 1942,

Issued this 23d day of September 1942. LEON HENDERSON, Administrator.

1:56 p. m.]

[Suspension Order 138]
ARTHUR J. HOUDE

ORDER RESTRICTING TRANSACTIONS

Arthur J. Houde doing business as Houde's Oil Filling Station at 179 West Street, Gardner, Massachusetts, hereinafter called respondent, was duly served with a notice of specific charges of violations of Ration Order 5A, Gasoline Rationing Regulations issued by the Office of Price Administration. Pursuant to said notice, a hearing upon such charges was held in Boston, Massachusetts on September 1, 1942. There appeared a representative of the Office of Price Administration and the respondent. The evidence pertaining to such charges was presented before an authorized presiding officer. Such evidence having been considered by the Deputy Administrator,

It is hereby determined, that:

- 1. Respondent on July 22, 1942 operated at 179 West Street, Gardner, Massachusetts, a filling station at which gasoline was regularly transferred directly to consumers.
- 2. Respondent has violated § 1394.1601 of the Gasoline Rationing Regulations in that on July 22, 1942, in his registration of inventory with Local War Price and Rationing Board No. 11, Gardner, Massachusetts, respondent knowingly and willfully misrepresented that his total inventory of gasoline on hand at his said filling station was 750 gallons and thereby he obtained an inventory gasoline ration 7,100 gallons in excess of that to which he was then entitled.

The violation of gasoline rationing regulations by respondent has interfered with the effective administration of the Gasoline Rationing Regulations and hampered the war effort of the United States. It appearing to the Deputy Administrator from the evidence before him that further violations of the gasoline rationing regulations by respondent are likely unless appropriate administrative action be taken,

It is therefore ordered:

- (a) During the period in which this Suspension Order No. 138 shall be in effect.
- (1) Respondent shall not accept any deliveries or transfers of or in any manner—directly or indirectly receive from any source any gasoline.
- (2) Respondent shall not sell, transfer, deliver, or otherwise deal or trade in any gasoline.
- (3) No person, firm, or corporation shall sell, deliver, or in any manner di-

No. 189----5

rectly or indirectly transfer any gasoline to respondent.

(b) Nothing in this order shall be deemed to forbid respondent to acquire gasoline as a consumer in accordance with the provisions of the gasoline rationing regulations.

(c) Any terms used in this order that are used in the gasoline rationing regulations shall have the meaning therein

given them.

(d) This Suspension Order No. 138 shall become effective 12:01 A. M. October 4, 1942, and unless sooner terminated shall expire 12:01 A. M. October 4, 1943.

(Pub. Law 421, 77th Cong.; sec. 2 (a) of Pub. Law 671, 76th Cong., as amended by Pub. Law 89, 77th Cong. and by Pub. Law 507, 77th Cong.; E.O. 9125 (7 F.R. 2719); WPB Directive No. 1 and Supplementary Directive No. 1H, 7 F.R. 562, 3478, 3877)

Issued this 23d day of September 1942.

PAUL M. O'LEARY,

Deputy Administrator.

[F. R. Doc. 42-9457; Filed, September 23, 1942; 1: 56 p. m.]

SECURITIES AND EXCHANGE COM-MISSION.

[File No. 59-53]

CITIES SERVICE CO., ET AL.

ORDER EXTENDING TIME FOR FILING ANSWERS
AND CONTINUING DATE FOR HEARING

In the matter of Cities Service Company, Cities Service Power & Light Company, Federal Light & Traction Company, Central Arkansas Public Service Corporation, Public Service Company of Colorado, The Ohio Public Service Company, The Toledo Edison Company, and The Empire District Electric Company, respondents.

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 21st day of September, A. D. 1942.

The Commission having on the 29th day of August, 1942 issued a notice and order instituting proceedings and setting date for hearing under sections 11 (b) (2), 12 (c), 12 (f) and 15 (f) of the Public Utility Holding Company Act of 1935 in the above entitled matter, and having ordered that the respondents named should file answers on or before the 22nd day of September, 1942, and having ordered that a hearing be held on such matters at the offices of the Securities and Exchange Commission,

18th and Locust Streets, Philadelphia, Pennsylvania at 10:00 o'clock in the forenoon of the 6th day of October, 1942; and

The respondents having requested that the time to answer be extended until October 22, 1942, and having further requested that the date for hearing in said matter be continued until November 10, 1942; and

The Commission having considered such request and it appearing that the granting thereof will not be detrimental to the public interest or the interest of investors or consumers:

It is therefore ordered, That the time for filing answers in the above entitled matter be extended until October 22, 1942 and that the date for hearing therein be continued until November 10, 1942 at 10:00 o'clock in the forencon, such hearing to be held at the same place and before the same trial examiner as provided in the order dated August 29, 1942.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 42-9474; Filed, September 24, 1942; 10:09 a. m.]

[File No. 812-74]

INTERNATIONAL MINING CORPORATION

ORDER DERIVING APPLICATION AND GRANTING EXEMPTION

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 22d day of September A. D. 1942.

International Mining Corporation has applied for an order under section 3 (b) (2) of the Investment Company Act of 1940 declaring it to be primarily engaged in a business other than that of investing, reinvesting, owning, holding or trading in securities either directly or through majority-owned subsidiaries, or through controlled companies conducting similar types of businesses.

Hearings were held, oral argument was heard and briefs have been filed. The Commission has considered the matter, is advised in the premises, and has been unable to find that International Mining Company is primarily engaged in a business other than that of investing, reinvesting, owning or holding securities, as more fully set forth in its opinion in this matter this day issued and

matter this day issued, and
It is ordered, That the application be,

and the same hereby is, denied.

International Mining Corporation has indicated to the Commission certain difficulties which would result from the ap-

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plication of the provisions of section 17 (a) (1) to certain transactions common in its business. The Commission has found that it is appropriate in the public interest, consistent with the protection of investors and with the purposes fairly intended by the provisions and policy of the Act to provide an exemption to International Mining Corporation from the provisions of section 17 (a) (1), for any transaction in which International Mining Corporation acquires the securities of a mining company affiliated therewith or with any affiliate thereof for the purpose of financing the development of the mining business of such mining company, on condition that a full report of every transaction so exempted shall be furnished to the Commission within sixty days of the completion thereof.

It is further ordered, therefore, That the transactions described above of International Mining Corporation be exempt, upon the aforesaid condition, from the provisions of section 17 (a) (1), and that jurisdiction is reserved to alter or withdraw the exemption, or the conditions thereof, should facts subsequently appearing make such action necessary.

By the Commission.

[SEAL]

ORVAL L. DUBOIS, Secretary.

[F. R. Doc. 42-9473; Filed, September 24, 1942; 10:08 a. m.]

[File No. 59-54]

KEWANEE PUBLIC SERVICE COMPANY

ORDER NAMING ADDITIONAL PARTIES RESPONDENT

At a regular session of the Securities and Exchange Commission held at its office in the City of Philadelphia, Pa., on the 22d day of September, A. D. 1942.

The Commission having by notice of and order for hearing dated September 3, 1942 instituted the above entitled proceeding pursuant to sections 11 (b) (2), 12 (c) and (f), 15 (f), and 20 (a) of the Public Utility Holding Company Act of 1935; and

Illinois Traction Company, holder of substantially all the common stock of Kewanee Public Service Company, and North American Light & Power Company, holder of substantially all of the common stock of Illinois Traction Company as well as of a past due note of Kewanee Public Service Company, having filed herein on September 18, 1942, separate applications for permission to intervene as parties in the above entitled proceeding; and

The Commission having duly considered said applications and it appearing to the Commission that it will be in the public interest that said Illinois Traction Company and North American Light &

Power Company be named as parties respondent in said proceeding and it further appearing that said Illinois Traction Company and North American Light & Power Company were duly served with copies of the said Notice of and Order for Hearing dated September 3, 1942;

It is ordered, That Illinois Traction Company and North American Light & Power Company be and they are hereby made parties respondent and are directed to file with the Secretary of the Commission on or before October 6, 1942 an answer to the allegations of paragraphs 1 to 9 inclusive of the notice of and order for hearing dated September 3, 1942 in the form prescribed in Rule U-25 of the Commission's Rules of Practice.

By the Commission.

[SEAL]

ORVAL L. DuBois, Secretary.

[F. R. Doc. 42-9472; Filed, September 24, 1942; 10:08 a. m.]

[File No. 59-52]

NIAGARA HUDSON POWER CORP. AND SUB-SIDIARY COMPANIES

ORDER DISMISSING PARTY FROM PROCEEDING

In the matter of Niagara Hudson Power Corporation and its subsidiary companies, respondents.

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 22d day of September 1942.

The Commission, on August 28, 1942, having issued a Notice of and Order for Hearing, pursuant to sections 11 (b) (2), 12 (c), 12 (f), 15 (f) and 20 (a) of the Public Utility Holding Company Act of 1935, with respect to Niagara Hudson Power Corporation and its subsidiary companies, including Canton Electric Light and Power Company, 34.64% of whose outstanding voting securities is owned by Central New York Power Corporation, a direct subsidiary of Niagara Hudson Power Corporation; and

The Commission having, on September 15, 1942, granted the application of Canton Electric Light and Power Company, pursuant to section 2 (a) (8) of the Act, for an order declaring it not to be a subsidiary company of The United Corporation, Niagara Hudson Power Corporation or Central New York Power Corporation;

It is hereby ordered, That Canton Electric Light and Power Company be and hereby is dismissed as a party to this proceeding.

By the Commission.

[SEAL]

ORVAL L. DuBois, Secretary.

[F. R. Doc. 42-9476; Filed, September 24, 1942; 10:09 a. m.]

[File No. 59-52]

NIAGARA HUDSON POWER CORP. AND SUB-SIDIARY COMPANIES

ORDER AMENDING NOTICE AND ORDER FOR HEARING

In the matter of Niagara Hudson Power Corporation and its subsidiary companies, respondents.

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 22d day of September 1942.

The Commission having on August 28, 1942, issued a notice of and order for hearing pursuant to sections 11 (b) (2), 12 (c), 12 (f), 15 (f) and 20 (a) of the Public Utility Holding Company Act of 1935, with respect to Niagara Hudson Power Corporation and its subsidiary companies (Holding Company Act Release No. 3754); and

Said order, at page 16, having provided, among other things, that:

It is further ordered, That, upon the convening of the hearing above ordered, the Respondents shall show cause why the Commission shall not forthwith enter an Order prohibiting the declaration or payment of further dividends on the preferred and common stocks of Buffalo, Niagara and Eastern Power Corporation and also on the common stocks of Niagara Falls Power Company, as violative of section 12 (c) of the Public Utility Holding Company Act of 1935 and Rules thereunder; such Order to be effective until termination of the proceedings herein ordered and final termination of the issues stated above.

The Commission, having been informed by letter dated September 18, 1942, that pending court review of an order of the Federal Power Commission requiring The Niagara Falls Power Company to eliminate from its property account and charge to its earned surplus items aggregating \$15,537,943.56, the Board of Directors of The Niagara Falls Power Company will not declare dividends upon its outstanding common stock; and that pending some clarification of the ultimate effect of said proceedings, which may be substantial, upon the corporate surplus of Buffalo, Niagara and Eastern Power Corporation, the Board of Directors of Buffalo, Niagara and Eastern Power Corporation has concluded that dividends should be suspended on the outstanding shares of its \$5 1st Preferred stock, \$1.60 2nd Preferred stock, and common stock:

It is ordered, That said Notice and Order for Hearing of August 28, 1942, be amended by striking therefrom the above-quoted paragraph.

By the Commission.

[SEAL]

ORVAL L. DuBois, Secretary.

[F. R. Doc. 42-9475; Filed, September 24, 1942; 10:09 a. m.]